

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/229

TITLE: Jewish Cemetery Trust Necropolis Enterprise Agreement 2006

I.R.C. NO: IRC6/1651

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA96/413.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Jewish Cemetery Trust Necropolis, located at Suite 1707 Tower 1, 500 Oxford Street, Bondi Junction NSW 2001, as identified in clause 11 of this agreement, who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

PARTIES: Jewish Cemetery Trust, Rookwood Necropolis -&- The Funeral and Allied Industries Union of New South Wales Branch

JEWISH CEMETERY TRUST NECROPOLIS ENTERPRISE AGREEMENT, 2006

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this, 2006 in accordance with the provisions of Chapter 2, Part 2 of the *NSW Industrial Relations Act*, 1996 between Jewish Cemetery Trust Necropolis located at 500 Oxford Street, Bondi Junction, NSW and The Funeral and Allied Industries Union of New South Wales to regulate the following terms and conditions of employment.

It is agreed by the parties as follows

1. TITLE OF AGREEMENT

This Agreement shall be known as the Jewish Cemetery Trust Necropolis Enterprise Agreement, 2006.

2. ARRANGEMENT

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ANNEXURE A

3. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

“Agreement” shall mean the Jewish Cemetery Trust Necropolis Enterprise Agreement, 2005.

“Employee” or “Employees” shall mean a person or persons employed by the Jewish Cemetery Trust Necropolis.

“Employer” shall mean the Jewish Cemetery Trust Necropolis.

“Parent Award” shall mean the Cemetery and Crematoria Employees (State) Award.

“the Act” shall mean the New South Wales Industrial Relations Act, 1996.

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees (as identified in Clause 11 – Wages of this Agreement) who would otherwise, but for this Agreement, be covered by the Parent Award, as defined.

5. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to regulate wholly the conditions of employment of Employees employed by the Employer.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force for a period of up to three (3) years thereafter.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read to exclusion of the Parent Award and shall operate as a stand alone Agreement.

8. DURESS

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

9. HOURS

9.1 Subject to subclause 9.3, ordinary working hours shall be worked as a 20 day, four week cycle of eight hours each, Monday to Friday, inclusive, between the hours of 6.30 am and 6.00 pm, with 0.4 (2/5ths) of one hour each day worked accruing as an entitlement to take one weekday off during the four week cycle as a rostered day off, paid for as though worked.

9.2 Subject to subclause 9.9, the rostered day off shall be taken within the four week cycle, between Monday to Friday, on a day allocated by the Employer.

9.3 Without limiting the right of an Employer to stagger commencing and finishing times in accordance with subclause 9.1, an Employer may enter into agreement with its Employees, on an individual or collective basis, to provide for the alteration of commencing time earlier than 6.30 am provided that the ordinary hours shall not exceed eight per day.

- 9.4 The commencing and finishing times of work shall be alterable by giving at least 1 day's notice to the Employee(s) concerned or by mutual agreement between the Employer and such Employees.
- 9.5 Except as provided for in subclauses 9.6, 9.7 or 9.8 of this clause, in cases where an Employee, in accordance with subclause 9.1 hereof, is entitled to a day off during his/her work cycle such Employee shall be advised by the Employer at least 4 weeks in advance of the weekday he/she is to take off.
- 9.6 An Employer may substitute the day an Employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or some other emergency situation.
- 9.7 An individual Employee, with the agreement of his/her Employer, may substitute the day he/she is to take off for another day.
- 9.8 An Employer may hold up to a maximum of 5 days accrued in accordance with subclause 9.1. The accrued days are to be taken at a time mutually agreed between the Employer and the Employee, but within twelve months of the date the first rostered day off accrued under this subclause.
- 9.9 In the absence of agreement being reached between an Employer and its Employees on any of the above mentioned matters, the Disputes Procedure of this Agreement shall be used to resolve the issue. Failing this, the parties shall refer the matter to the Industrial Commission of New South Wales for resolution.

10. MEAL BREAK

Day workers shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.00 p.m. Provided that no Employee shall be required to work for more than 5 hours without a break for a meal.

11. WAGES

- 11.1 The rates of pay as set out in the Table below shall be payable to Employees covered by this Agreement:

Classification	Wages		
	From first full pay period commencing on or after 08/12/2005 \$	From first full pay period commencing on or after 08/12/2006 \$	From first full pay period commencing on or after 08/12/2007 \$
Grade 1	670.00	703.50	738.67
Grade 2	758.00	795.90	835.69
Grade 3	788.00	827.40	868.77

- 11.2 An Employee not engaged full time in grave digging but engaged in grave digging for a day or part of a day shall be paid at the rate of one-fifth of the weekly rate of an Employee engaged as a Grade 3 for each day or part thereof so engaged.

$$\frac{\text{Grade 3 rate} - \text{Grade 2 rate}}{5}$$

- 11.3 An Employee required to do any work in connection with an exhumation shall receive an allowance of Four Hundred and Twenty Dollars (\$420.00) per Employee per body exhumed.
- 11.4 Juniors
 - 11.4.1 The minimum weekly rates of pay to be paid to juniors shall be the following percentages of the minimum rate of pay for the appropriate classification as set out in subclause 11.1 of this clause:

	Percentage
	%
16 years and under 17 years	50
17 years and under 18 years	60
18 years and under 19 years	70
19 years and under 20 years	90
20 years and over	100

11.4.2 Proportion

One junior for every seven or fraction of seven full-time adult Employees covered by the classifications under this clause.

11.5 An Employee shall carry out all duties, as directed by the Employer, which are within the limits of the Employee's skill, competence and training.

11.6 Part Time Work

11.6.1 An Employee may be engaged on a part time basis. A part time Employee shall mean a weekly Employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time Employee.

11.6.2 A part time Employee is entitled to a minimum start per occasion of 3 continuous hours, except:

(i) where the Employer and the Employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:

1. a 2 hour start is sought by the Employee to accommodate the Employee's personal circumstances, which must be specified, or
2. the place of work is within a distance of 5 kilometres of the Employee's place of residence

11.6.3 A part time Employee may work up to 38 hours per week without the payment of overtime.

11.6.4 A part time Employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full time Employee of the same classification contained in subclause 11.1

11. Any hours worked by a part time Employee outside the ordinary hours of work as set out in Clause 9, or in addition to the 38 hours per week shall be paid at overtime rates.

(f) Subject to this clause, all the provisions of the Agreement shall apply to a part time Employee on a pro rata basis.

12. SUPERANNUATION

12.1 Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

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

- (1) ARF (Australia Retirement Fund);

- (2) ASSET (Australian Superannuation Savings Employment Trust); or
- (3) Such other funds that comply with the requirements of this legislation.

13. LEADING HAND

Where an Employer in his/her sole discretion appoints an Employee as a leading hand, such an Employee shall be paid an allowance of \$30.00 per week above his/her appropriate classification as provided for in clause 11 - Wages, of this Agreement.

14. OVERTIME

- 14.1 Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all work performed outside the commencing and ceasing times of the ordinary hours of labour or in excess of the ordinary daily hours of labour, or in excess of the weekly or fortnightly ordinary hours of labour as the case may be.
- 14.2 When deemed necessary by the Employer, Employees shall perform work on Sunday, where practicable in rotation, and shall work reasonable overtime when required.
- 14.3 In computing overtime, time worked shall be calculated to the nearest 15 minutes, 5 minutes or less to be disregarded.

15. TIME OFF IN LIEU OF OVERTIME

- 15.1 Time off in lieu of overtime may be taken by mutual agreement between the Employer and Employee. Such time off in lieu shall be calculated at the appropriate overtime rate payable for the overtime worked.
- 15.2 Time off in lieu may be taken in either of the following ways:
 - 15.2.1 By the full overtime rate being accrued as time off in lieu.
 - 15.2.2 By overtime worked being paid at the Employee's ordinary rate of pay with the penalty component of the overtime worked being taken as time off in lieu.
- 15.3 Any accumulated time in lieu must be paid out upon termination at the Employee's appropriate rate of pay on the date of termination.
- 15.4 Accumulation of time in lieu shall be to a maximum 1 day per fortnight.
- 15.5 This clause shall not be used to discriminate against particular Employees with respect to the allocation of overtime to those Employees at a particular enterprise or within a section of an enterprise.

16. TEA MONEY

- 16.1 Employees required to work overtime for more than two hours after their ordinary ceasing time on any day, Monday to Friday inclusive, and who have not been so advised the day previously, shall be paid a meal allowance of \$9.79
- 16.2 Employees who are advised that they are required to work overtime and who are not so required to work shall be paid \$6.08 meal allowance.

17. SATURDAY AND SUNDAY WORK

- 17.1 All time worked on Saturday or Sunday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, in addition to the weekly rate; provided that there shall be a minimum of four hours' pay at the appropriate rate.

- 17.2 Burials may be carried out on a Sunday, but are prohibited from being carried out on a Saturday.

18. HOLIDAYS

- 18.1 The following day or days observed as such shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, together with any other days that hereafter may be proclaimed as public holidays for the State.
- 18.2 18.2.1 All weekly Employees shall be allowed the holidays specified herein and shall be deemed to have worked in the week in which such holiday falls the number of ordinary working hours that the Employee would have worked had the day not been a holiday. An Employee required to work on a holiday shall, where practicable, be so notified not later than his/her ceasing time on the previous working day.
- 18.2.2 An Employee absent from work on a public holiday or public holidays shall only be paid for the number of ordinary working hours he/she would have worked provided that the Employee works on the working day immediately preceding and the working day immediately succeeding a holiday or group of holidays.
- 18.3 For work done on any of the holidays, referred to in subclause 18.1 of this clause, double time and one-half shall be paid with a minimum payment for four hours' work.

19. SUNDAY AND HOLIDAY ROSTER

Where circumstances require it, the Employer shall, by mutual agreement with his/her Employees, compile a roster of all Employees required to perform work on Sundays and/or holidays.

20. ANNUAL LEAVE

See *Annual Holidays Act, 1944*.

21. ANNUAL LEAVE LOADING

- 21.1 In this clause the *Annual Holidays Act, 1944*, is referred to as "the Act".
- 21.2 Before an Employee is given and takes his/her annual holiday, or, where by agreement between the Employer and the Employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Employer shall pay his Employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an Employee takes an annual holiday wholly or partly in advance - see subclause 21.6 of this clause).
- 21.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the Employee under the Act and this Agreement.
- 21.4 The loading is to be calculated in relation to any period of annual holiday to which the Employee becomes entitled under the Act and this Agreement, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: See subclause 21.6 of this clause as to holidays taken wholly or partly in advance).
- 21.5 The loading is the amount payable for the period or separate period, as the case may be, stated in subclause 21.4 of this clause at the rate of 17 ½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing his/her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Agreement.
- 21.6 No loading is payable to an Employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an Employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the

period of such holiday and is to be calculated in accordance with subclause 21.5 of this clause applying the Agreement rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.

21.7

21.7.1 Where the employment of an Employee is terminated by his/her Employer, for a cause other than misconduct, and at the time of the termination the Employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he shall be paid a loading calculated in accordance with subclause 21.4 of this clause for the period not taken.

21.7.2 Except as provided by paragraph 21.7.1 of this subclause, no loading is payable on the termination of an Employee's employment.

21.8 This clause extends to an Employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday; provided that if the amount to which the Employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the Employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the Employee in lieu of the loading.

22. LONG SERVICE LEAVE

See *Long Service Leave Act*, 1955.

23. SERVICE ALLOWANCE

23.1 All Employees, after five years' continuous service with the same Employer shall, in addition to the rates set out in subclause 11.1 of Clause 11 - Wages, of this Agreement, receive a service allowance as follows:

	Per Centum %
5 years and under 10 years of service	2.5
10 years and under 15 years of service	5
15 years' service or more	7.5

23.2 Payment due under this clause shall be made on the usual pay day, when other payments under this Agreement are made.

23.3 Continuous service with the same Employer prior to the commencement of this Agreement shall be taken into consideration for the purposes of this clause.

24. BEREAVEMENT LEAVE

24.1 An Employee, other than a casual Employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay on each occasion of the death of a person in Australia as prescribed in subclause 24.3 of this clause for the purpose of making arrangements for and/or attending a funeral.

24.2 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.

24.3 Bereavement leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 27.1.3 (ii) of Clause 27 - Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.

- 24.4 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.
- 24.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 27.2, 27.3, 27.4, 27.5 and 27.6 of the said subclause 27. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.
- 24.6 Bereavement entitlements for casual employees
- 24.6.1 Subject to the evidentiary and notice requirements in clause 24.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 27.1.3(ii) of clause 27 – Personal Carer’s Leave.
- 24.6.2 The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 24.6.3 The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in the clause. The rights of the Employer to engage a casual Employee are otherwise not affected.

25. JURY SERVICE

- 25.1 When an Employee is required to attend for jury service he/she shall notify the Employer as soon as possible prior to the date upon which he/she is required to attend for jury service. Furthermore, the Employee shall give to the Employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service including any amount received in respect of fares.
- 25.2 An Employee required to attend for jury service during his/her ordinary working hours, Monday to Friday, shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have received in respect of his/her ordinary time as for eight hours per day he would have worked had he/she not been on jury service, together with the difference between the amount received and the actual expenditure for fares and travelling to and from the court.
- 25.3 When an Employee who has been called to attend for jury service is discharged he/she shall return to his/her place of employment during working hours to complete the shift for the day. If the Employee is able to return to work during his/her ordinary working hours but fails to so return then the Employer will not be liable to make up the difference in wages and fares as provided for in subclause 25.2 of this clause.

26. SICK LEAVE

- 26.1 A weekly Employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary times rates of pay for the time of such non-attendance up to a maximum of ten (10) days pay in any year of service with the Employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- 26.2 The Employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of commencement of such absence, inform the Employer of his/her inability to attend for duty, and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- 26.3 The Employee shall furnish to the Employer such evidence, as the Employer may desire, that he/she was unable by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a doctor's certificate shall not be required for the first single day's absence in each sick leave year.

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 rostered day off.

Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following -

- (a) a holiday as defined by Clause 18 of this Agreement; or
- (b) before or after a period of annual leave during which a holiday or holidays occur as defined without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, the Employee shall not be entitled to payment for such holiday or holidays.

26.4 On the pay day following the first and subsequent anniversaries of employment, Employees will be entitled to an amount for good attendance based on the amount of unused sick leave they would have been entitled to under this clause in the immediately preceding year.

26.5 For the purpose of subclause 26.1, of this clause, service before the date of coming into force of this Agreement shall be counted as service.

27. PERSONAL/CARER'S LEAVE

27.1 Use of Sick Leave

27.1.1 An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 27.1.3, who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 26 - Sick Leave, for absences to provide care and support, for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

27.1.2 The Employee shall, if required,

- (a) 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, or
- (b) establish by the production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

27.1.3 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:
 - (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, a foster child or an ex nuptial child), parent (including a foster parent and legal

guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or

(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, where for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

27.1.4 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 that person's 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 prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the Employer and Employee shall discuss appropriate arrangements which, as far as practicable, take account of the Employer's and Employee's requirements.

Where parties are unable to reach agreement the disputes procedure at Clause 32 should be followed.

27.2 Unpaid Leave for Family Purpose

27.2.1 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 set out in subparagraph (ii) of paragraph 27.1.3 who is ill or who requires care due to an unexpected emergency.

27.3 Annual Leave

27.3.1 An Employee may elect with the consent of the Employer to take annual leave not exceeding ten days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.

27.3.2 Access to annual leave, as prescribed in paragraph 27.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

27.3.3 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

27.3.4 An Employee may elect with the Employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

27.4 Time Off in Lieu of Payment for Overtime

27.4.1 For the purpose only of providing care and support for a person in accordance with subclause 27.1 of this clause, and despite the provisions of Clause 15, Time Off in Lieu of Overtime, the following provisions shall apply.

- 27.4.2 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.
- 27.4.3 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.
- 27.4.4 If, having elected to take time as leave in accordance with paragraph 27.4.1 of this subclause, 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.
- 27.4.5 Where no election is made in accordance with the said paragraph 27.4.1, the Employee shall be paid overtime rates in accordance with the Agreement.

27.5 Make-Up Time

- 27.5.1 An Employee may elect, with the consent of the Employer, to work "make-up time", under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- 27.5.2 An Employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

27.6 Rostered Days Off

- 27.6.1 An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- 27.6.2 An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- 27.6.3 An Employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- 27.6.4 This subclause is subject to the Employer informing the union which is both party to the Agreement and which has members employed at the cemetery of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

27.7 Personal Carers Entitlement for casual Employees

- 27.7.1 Subject to the evidentiary and notice requirements in 27.1.2 and 27.1.4 casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 27.1.3 (ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 27.7.2 The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend for work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 27.7.3 The Employer must not fail to re-engage the casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

28. PARENTAL LEAVE

(1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

(2) The Employer must not fail to re-engage a regular casual Employee (see section 53(2) of the Act) because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

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.

(3) Right to request

(a) An Employee entitled to parental leave may request the Employer to allow the Employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the Employee in reconciling work and parental responsibilities.

(b) 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. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the Employer's decision to be in writing

The Employee's request and the Employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an Employee wishes to make a request under 3(a)(iii), 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.

(4) 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 paragraph (a).

29. TERMS OF EMPLOYMENT

29.1 All employment, other than casuals, shall be by the week and shall be terminated by the giving of the following notice or payment in lieu of notice provided that the Employer may dismiss an Employee at any time for serious misconduct and then shall be liable only for the payment of wages due to the time of dismissal:

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

29.2 In addition to the notice above, Employees over 45 years of age at the time of giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

29.3 The Employer may initially engage a full time or part time Employee for a period of probationary employment for the purpose of determining the Employees 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 ninety (90) days.

29.4 A casual Employee is one engaged and paid as such. Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38, plus 15 per cent, with a minimum payment of eight hours for work done on a Monday to Friday inclusive and four hours for work done on a Saturday.

29.5 All wages shall be paid weekly or fortnightly at the Employer's discretion.

29.6 At the Employer's discretion wages shall be paid by cash, cheque or electronic funds transfer into the Employee's bank (or other recognised financial institution) account.

30. REST PAUSE

Employees shall be allowed each day, without reduction of pay, a rest pause of ten minutes' duration between 9.00 a.m. and 10.00 a.m. and a rest pause of ten minutes' duration between 2.30 p.m. and 3.00 p.m. Such rest pauses shall be taken, in default of agreement, at a place nominated by the Employer.

31. FIRST-AID ALLOWANCE

An Employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance of \$7.66 per week if the Employee is appointed by an Employer to perform first-aid duty.

32. DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Agreement shall be in accordance with the following procedural steps.

32.1 Procedure relating to grievance of an individual Employee:

- 32.1.1 The Employee shall 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.
 - 32.1.2 The 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.
 - 32.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
 - 32.1.4 At the conclusion of the discussion, the Employer must provide a response to the Employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - 32.1.5 While a procedure is being followed, normal work must continue.
 - 32.1.6 The Employer may be represented by an Industrial Organisation of Employers and the Employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.
- 32.2 Procedure for a dispute between an Employer and the Employees:
- 32.2.1 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.
 - 32.2.2 Reasonable time levels must be allowed for discussion at each level of authority.
 - 32.2.3 While a procedure is being followed, normal work must continue.
 - 32.2.4 The Employer may be represented by an Industrial Organisation of Employers and the Employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

33. UNION MEETINGS

Employees shall be entitled to be paid for two meetings for the purpose of discussing matters affecting the Agreement each calendar year, subject to the following:

- 33.1 The meeting shall be called by the Secretary of the Union, who shall notify at least 14 days in advance of such meeting the Cemeteries and Crematoria Association of New South Wales and Employers First™.
- 33.2 Such meetings shall not be held on a Monday or Friday or adjacent to a public holiday.

If a meeting is called in the same week as a paid meeting of Employees employed under the terms of the Funeral Industry (State) Award, then such meeting shall be held on the same day as the Funeral Industry, but shall commence not later than 9.00 a.m. If a meeting is not held on the same day as the Funeral Industry, then it will not be held within 2 weeks of a Funeral Industry meeting and will commence not earlier than 1.00 p.m.
- 33.3 The maximum time allowed away from work for each meeting shall be of not more than 4 hours including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the meeting.
- 33.4 Employees shall produce satisfactory proof that they attended the meeting.

34. CLOTHING - CEMETERY PROVISION

All Employees shall be entitled to the footwear and clothing prescribed hereunder:

- 34.1 Where graves are being dug in wet ground gum boots shall be supplied by the Employer for the use of grave diggers.
- 34.2 Employees working in wet weather shall be supplied by the Employer with gum boots, waterproof coats and trousers and sou wester.
- 34.3 An Employee required to work in a cemetery in a capacity other than that of office worker shall be supplied with boots. Such Employee shall be provided with suitable overalls or trousers.
- 34.4 Employees shall take all reasonable care to guard against loss of clothing issued by the Employer.
- 34.5 All unserviceable items of clothing, footwear or rain clothing issued under this clause shall be presented for inspection to the Employer before a new issue is made.
- 34.6 Employees required to use pneumatic picks upon request shall be provided with gloves.
- 34.7 On termination of employment all Employees shall return all items of clothing, boots, etc., issued by the Employer to the Employee, or make repayment of the proportionate value of the items not so returned.

35. REDUNDANCY

35.1 Application

35.1.1 This clause shall apply in respect of full-time and part-time Employees.

35.1.2 This clause shall only apply to the Employer if it employs 15 or more Employees immediately prior to the termination of employment of Employees.

35.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to Employees with less than one year's continuous service and the general obligation on Employers shall be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

35.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual Employees, apprentices or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

35.2 Introduction of Change

35.2.1 Employer's duty to notify

(a) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the union to which they belong.

(b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

35.2.2 Employer's duty to discuss change

- (a) The Employer shall discuss with the Employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph 35.2.1 above, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in paragraph 35.2.1 of this subclause.
- (c) For the purpose of such discussion, the Employer shall provide to the Employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that any Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

35.3 Redundancy

35.3.1 Discussions before terminations

- (a) Where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone pursuant to subparagraph 35.2.1(a) above, and that decision may lead to the termination of employment, the Employer shall hold discussions with the Employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of subparagraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations 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 to the Employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

35.4 Termination of Employment

35.4.1 Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 35.2.1 (a) above.

- (a) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

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

- (b) In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall 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.

35.4.2 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from "technology" in accordance with subclause 35.2.1 (a) above:

- (a) In order to terminate the employment of an Employee the Employer shall give to the Employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall 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.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the Employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

35.4.3 Time off during the notice period

- (a) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the Employee has been allowed 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.

35.4.4 Employee leaving during the notice period

If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

35.4.5 Statement of employment

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

35.4.6 Notice to Centrelink

Where a decision has been made to terminate Employees, the Employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

35.4.7 Centrelink Employment Separation Certificate

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an "Employment Separation Certificate" in the form required by the Centrelink.

35.4.8 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in paragraph 35.2.1 above, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

35.5 Severance Pay

35.5.1 Where an Employee is to be terminated pursuant to subclause 35.4 above, subject to further order of the Industrial Relations Commission, the Employer shall pay the following severance pay in respect of a continuous period of service:

(a) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(c) 'Weeks pay' means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

35.5.2 Incapacity to pay

Subject to an application by the Employer and further order of the Industrial Relations Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 35.5.1 above.

The Industrial Relations Commission shall have regard to such financial and other resources of the Employer concerned as the Industrial Relations

Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 35.5.1 above will have on the Employer.

(c) Alternative employment

Subject to an application by the Employer and further order of the Industrial Relations Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 35.5.1 above if the Employer obtains acceptable alternative employment for an Employee.

36. SIGNATORIES

Signed for and on behalf of Jewish Cemetery Trust Necropolis:

Name:

Title:

Signature:

Date:

Witnessed By:

Name:

Title:

Signature:

Date:

Signed for and on behalf of the Funeral and Allied Industries Union of New South Wales:

Name:

Title:

Signature:

Date:

Witnessed By:

Name:

Title:

Signature:

Date:

ANNEXURE A

CLASSIFICATION STRUCTURE

GRADE 1

An Employee at this level will be a general hand on probation, perform the duties of a Grade 2, work under supervision at all times. They shall not undertake any burial activities whilst employed as a Grade 1.

GRADE 2

General hand duties in and around cemetery inclusive of setting up grave sites, lowering of coffins and the back fill of graves either by hand or mechanical equipment.

GRADE 3

Any duties associated with a Grade 2 together with the digging of graves either by hand or mechanical equipment.