

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/200
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DATE REGISTERED 7-7-98
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REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/200

TITLE: Woronora General Cemetery and Crematorium Trust Enterprise Agreement, 1998

I.R.C. NO: 98/3241

DATE APPROVED/COMMENCEMENT: 7 July 1998

TERM: 24 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 96/42

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees of Woronora Cemetery and Crematorium who are employees pursuant to the Electrical Contracting Industry (State) Award.

PARTIES: Woronora Cemetery and Crematorium -&- The Funeral and Allied Industries Union of New South Wales Branch



WORONORA GENERAL CEMETERY AND CREMATORIUM TRUST

ENTERPRISE AGREEMENT, 1998

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this _____, 1998 in accordance with the provisions of Chapter 2, Part 2 of the NSW Industrial Relations Act, 1996 between the Woronora General Cemetery and Crematorium Trust located at Linden Street, Sutherland, 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 Woronora General Cemetery and Crematorium Trust Enterprise Agreement, 1998.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
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35. Casual Employment





- 36. Part-time Employment
- 37. No Extra Claims
- 38. Disputes Procedure
- 39. Signatories

3. DEFINITIONS

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

"Agreement" shall mean the Woronora General Cemetery and Crematorium Trust Enterprise Agreement, 1998.

"Full-time Employee" shall mean an Employee engaged and paid as such and who works a maximum of 38 ordinary hours per week.

"Casual Employee" shall mean an Employee engaged and paid as such.

"Part-time Employee" shall mean an Employee engaged and paid as such and who is required to work a constant number of ordinary hours, being less than those worked by full-time Employees.

"Employee" or "Employees" shall mean a person or persons employed by Woronora General Cemetery and Crematorium Trust pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" shall mean the Woronora General Cemetery and Crematorium Trust.

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

"The Act" shall mean the NSW Industrial Relations Act, 1996.

"Washing Up" means where an Employee carries out personal ablutions which shall include showering and washing of hands.

"Trust" means the Woronora General Cemetery and Crematorium Trust.

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees of the Employer who are employed pursuant to the Parent Award.

5. PURPOSE OF 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 24 months thereafter.

7. DURESS

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



8. SICK LEAVE

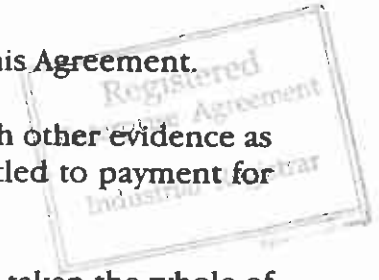
- 8.1 A weekly Employee who is unable to attend for duty during his ordinary working hours by reason or personal illness or incapacity shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of twelve days' pay in any year of service with the same Employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- 8.2 He/she shall, as soon as reasonably practicable, and in any case within 24 hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.
- 8.3 He/she 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 three single day's absence in each sick leave year.

Where an Employee is absent from work on the working day immediately preceding or immediately following:

- 8.3.1 a holiday or holidays as defined in Clause 14 of this Agreement; or
- 8.3.2 a period of annual leave during which a holiday or holidays occur as defined by Clause 14 of this Agreement; or

8.3.3 a rostered day off in accordance with Clause 13 of this Agreement.

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, holidays or the recreational day.



8.4 In any year where an Employee has not either redeemed or taken the whole of their sick leave entitlement such untaken sick leave shall accumulate from year to year on the basis of two days per year up to a maximum of eight days.

8.5 8.5.1 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.

Provided that this amount shall not exceed ten days at any one anniversary.

Provided further that where an Employee intends to take sick leave it shall first be taken from the amount of days specified in 8.5.1.

8.5.2 Payment for the attendance bonus shall be at the ordinary weekly rate prescribed by Clause 32 of this Agreement for the classification in which the Employee was employed at the end of the immediately preceding year.

8.6 Except as provided by 8.5 above, payment of the cash value of unused sick leave shall not be made.

8.7 For the purpose of 8.1 above, service before the date of coming into force of this Agreement shall be counted as service.

9. HOURS OF WORK

9.1 The ordinary hours of work shall not exceed thirty-eight (38) hours per week, Monday to Friday, worked between 6.00 a.m. to 6.00 p.m.

9.2 Ordinary hours shall not exceed eight (8) hours per day, Monday to Friday.

9.3 It is agreed that any time spent washing up shall be carried out where necessary after an Employee's normal finishing time and such time shall not count as time worked.

- 9.4 In accordance with subclause 9.1, Employees shall participate in any roster necessary to meet the needs of the Employer to provide cremation and burial services to the Public.

10. SHIFT WORK

- 10.1 An Employee may be worked on an afternoon shift providing ordinary hours of work finish no later than 8.00 p.m.
- 10.2 The ordinary working hours of shift workers shall not exceed thirty-eight (38) hours per week.
- 10.3 An Employee engaged on afternoon shift in accordance with this clause shall be entitled to a twenty (20) minute paid crib break, provided that the shift continues for at least five (5) hours.
- 10.4 An Employee engaged on an afternoon shift in accordance with this clause shall be paid 17.5% more than the ordinary rate of pay contained in subclause 32.1 for such shifts.
- 10.5 An Employee engaged on afternoon shift in accordance with this clause shall not be entitled to the provisions of clause 11- Rest Pause and Clause 12 - Meal Break of this Agreement.

11. REST PAUSE

- 11.1 A rest pause of not more than twenty (20) minutes shall be taken in the morning at a time mutually agreed to by the Employer and the Employee and shall be permitted without reduction of pay.
- 11.2 Any time spent washing up shall be inclusive of the rest pause prescribed in subclause 11.1 above.

12. MEAL BREAK

- 12.1 Employees shall not work longer than five (5) hours without a meal break of not less than nor more than (30) minutes, except where up to six hours may be worked without a break for a meal where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.
- 12.2 Any time spent washing up shall be inclusive of the rest pause prescribed in subclause 12.1 above.





13. ROSTERED DAYS OFF

- 13.1 Full-time Employees covered by this Agreement in any one year, shall be entitled up to a maximum of twelve (12) rostered days off.
- 13.2 Rostered days off will accrue for each day worked but shall not include periods of Annual Leave or any other form of leave whether or not such other form of leave is paid or unpaid.
- 13.3 Rostered days off shall accrue on the basis of an Employee working an average of 40 hours per week over a four week cycle on a (Monday to Friday basis).
- 13.4 Rostered days off shall not accumulate and must be taken within each calendar year.
- 13.5 Where an Employee requests to work on a rostered days off, the following conditions shall apply:
 - 13.5.1 The Employee may only work on a rostered day off where approval to do so has been given by the Employer.
 - 13.5.2 The Employee will forfeit the right to take the rostered day off as a day off.
 - 13.5.3 The Employee shall be paid a rostered day off allowance in lieu of physically taking the rostered day off as a day off work.
 - 13.5.4 The rostered day off allowance shall consist of one (1) day's pay at ordinary rates.

14. PUBLIC HOLIDAYS

- 14.1 The following days shall be holidays and shall be closed and free from burial and cremation work:

New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.
- 14.2 Burials and cremation work will be permitted on Easter Saturday up until 12.00 midday.

15. UNION MEETINGS

The parties to this Agreement acknowledge that the award provisions and local conditions providing for the payment of two (2) x half (½) day paid union meetings each year will not be observed following the registration of this Agreement.

16. CONCESSIONAL DAY

The parties to this Agreement acknowledge that the concessional day (otherwise known as the union picnic day) will not be observed.

17. OVERTIME

- 17.1 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.
- 17.2 All time worked on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter, for the time so worked; provided that there shall be a minimum of four hours' pay at the appropriate rate.
- 17.3 All time worked on a Sunday or on a Public Holiday shall be paid for at double time and one half with a minimum of four hours' pay at such rate.
- 17.4 When deemed necessary by the Employer, Employees shall perform work on Saturday, Sunday and/or Public Holiday, where practicable in rotation and shall work reasonable overtime when required.
- 17.5 The penalty rates prescribed in this clause are paid inclusive of an Employee's ordinary time rate of pay. Such penalty rates are not paid in addition to an Employee's ordinary time rate of pay.
- 17.6 Tea Money
- 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 \$7.80.
- 17.7 Employees who are advised that they are required to work overtime and who are not so required to work shall be paid \$4.85 meal allowance.

18. CALL BACK

- 18.1 Where an Employee has left the Employer's premises after performing his or her shift, such Employee shall be paid in accordance with Clause 17 - Overtime. Provided that a minimum payment of two hours shall apply.

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19. CLOTHING

- 19.1 All permanent Employees shall be provided with a uniform.
- 19.2 All permanent Employees shall be provided with suitable footwear by the Employer.
- 19.3 Employees required to work in the rain shall be provided with suitable rainwear by the Employer.
- 19.4 Employees required to carry out any work where water is underfoot shall be provided with suitable rubber footwear.
- 19.5 Employees required to carry out any duty which requires protective clothing, then such clothing shall be provided by the Employer.
- 19.6 The laundering and general maintenance of uniforms shall be the responsibility of the Employee.
- 19.7 Uniforms and footwear shall remain the property of the Employer at all times.
- 19.8 Uniforms and protective clothing issued by the Employer must be worn by the Employees at all times during their working hours.

20. WASHING FACILITIES

The Employer shall provide suitable showers and wash basins with a supply of hot and cold water, detergent and paper towels, also facilities for drying wet clothes. Each weekly Employee shall be provided with a full length locker (with key) in which to keep his/her clothes.

21. INOCULATIONS

An Employee shall during working hours and at the Employers' expense receive from a qualified Medical Practitioner, inoculations as directed necessary for health and safety at work. Such inoculations shall include (but not be limited to) injections for Anti-Tetanus and Hepatitis B.

22. EXHUMATIONS AND VAULT TRANSFERS

- 22.1 Exhumation shall mean the removal of Human Remains from a grave filled with soil, the allowance payable - \$330.00 per Employee per body exhumed.
- 22.2 Vault Transfer shall mean the removal of Human Remains from a Vault, Tomb or Crypt to another Vault, Tomb or Crypt, the allowance payable - \$54.55 per Employee per body transferred.

Procedures for Exhumations and Vault Transfers



- 22.3 Voluntary basis only.
- 22.4 Employee to be in a general state of good health.
- 22.5 Employee to be inoculated.
- 22.6 Strict observation by Employees of any guidelines as set down by the Department of Health, (Plan of Management).
- 22.7 Counselling to be made available for all Employees.
- 22.8 Not less than (4) Employees to be engaged on any Exhumation where the Remains have been buried for a period of fifteen (15) days and less than seven (7) years.
- 22.9 Not less than three (3) Employees to be engaged on any other Exhumation.
- 22.10 For the Exhumation of infants and children the following shall apply:
- 22.10.1 Where the child is under five (5) years of age irrespective of the time buried, two (2) Employees to be engaged only.
- 22.11 All Employees engaged on any Exhumation shall fully participate in the removal of the Human Remains from the grave, including entering the grave on a rotating basis.
- 22.12 An allowance of three hundred and thirty dollars (\$330.00) per Employee per body exhumed from a grave shall be paid.
- 22.13 Cemetery Employees in carrying out Exhumations shall place all Human Remains into a body bag before handing those Remains over to the Funeral Director.
- 22.14 Cemetery Employees engaged in a Vault Transfer shall be paid fifty four dollars and fifty-five cents (\$54.55) per Employee per body transferred.

22.15 Where a Funeral Director is engaged to carry out a Vault Transfer, only one (1) Cemetery Employee shall be required.

22.16 Where a Vault Transfer is carried out by Cemetery Employees the following manning levels shall apply:

22.16.1 where Human Remains are encased in a Lead liner - not less than six (6) Employees shall be required.

22.16.2 where Human Remains are encased in a Zinc liner - not less than four (4) Employees shall be required.



22.17 **General**

22.17.1 Cemetery Employees are permitted to carry out their own Exhumations and Vault Transfers within their own Cemetery grounds.

22.17.2 Where a Vault Transfer requires repair work to be carried out, a Funeral Director shall be engaged to carry out such work.

23. QUALITY COMMITMENT AND WORK FLEXIBILITY

23.1 Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if the Trust's aims and the long terms job security of its staff are to be assured.

23.2 Employees are committed to supporting the concept of quality improvement and will be encouraged to continue to identify and introduce their own ideas and suggestions.

23.3 The aim is of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis as an essential component of a long term career at Woronora Cemetery and Crematorium.

23.4 It is recognised that a flexible approach towards work arrangements is necessary to enable us to provide a high level of customer service and to give each Employee a broad exposure to new skills and different types of work.

23.5 It is agreed that Employees will be required to perform duties other than those contained in their classification descriptions in accordance with this clause.

24. ANNUAL LEAVE

See Annual Leave Act, 1944.



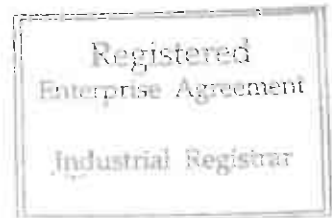
25. ANNUAL LEAVE LOADING

- 25.1 In this clause the Annual Holidays Act, 1944 is referred to as "the Act".
- 25.2 Before an employee is given and takes an 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 25.6 of this clause).
- 25.3 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.
- 25.4 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 25.6 of this clause as to holidays taken wholly or partly in advance).
- 25.5 The loading is the amount payable for the period or separate period, as the case may be, stated in subclause 25.4 of this clause at the rate of 17½ 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 their annual holiday, but shall not include any allowances prescribed by subclauses 32.3 and 32.6 of Clause 32 - Wages of this Agreement, or penalty rates, shift allowances, overtime or any other payments prescribed by this Agreement.
- 25.6 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 25.5 this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.

- 25.7 25.7.1 Where the employment of an employee is terminated by the 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/she shall be paid a loading calculated in accordance with subclause 25.4 of this clause for the period not taken.
- 25.7.2 Except as provided by paragraph 25.7.1 of this subclause, no loading is payable on the termination of an employee's employment.

26. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.



27. BEREAVEMENT LEAVE

- 27.1 A full-time or part-time employee shall be entitled to up to three (3) consecutive days (if death has occurred overseas - one (1) addition day) paid Bereavement Leave on each occasion to attend a funeral or for matters related to the death of a person prescribed in 27.3 below.
- 27.2 Such leave shall apply whether the death occurred within Australia or overseas and may be taken in conjunction with other available leave with the agreement of the Employer.
- 27.3 Without limiting the application, Bereavement Leave shall be available to the Employee in respect to the death of a person in any of the following categories:
- 27.3.1 immediate family member, including parents, siblings, husband, wife, de facto partner, parents-in-law;
 - 27.3.2 same sex partner, and
 - parent also means - step parent, foster parent
 - husband/wife also means - separated/divorced husband or wife
 - sibling also means - step siblings/adopted siblings, fostered siblings.
- 27.4 The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required, provide proof of death being either a Statutory Declaration or Death Certificate.
- 27.5 Where an Employee requests other available leave to be taken in conjunction with Bereavement Leave, the Employer shall grant such leave where it is

reasonable to do so, having regard to the circumstances and needs of the Employer.

28. PARENTAL LEAVE

See Industrial Relations Act, 1996.



29. PERSONAL CARERS' LEAVE

29.1 Use of Sick Leave

29.1.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 29.1.3.2 of paragraph 29.1.3, 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 8, Sick Leave 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.

29.1.2 The employee shall, 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 carers' leave under this subclause where another person has taken leave to care for the same person.

29.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

29.1.3.1 the employee being responsible for the care of the person concerned; and

29.1.3.2 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 paragraph:
 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.

29.1.4 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 persons 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.

29.2 **Unpaid Leave for Family Purpose**

29.2.1 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 29.1.3.2 of paragraph (c) of subclause 29.1 who is ill.

29.3 **Annual Leave**

29.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

29.3.2 Access to annual leave, as prescribed in paragraph 29.3.1 of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

29.3.3 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.

29.4 **Time Off in Lieu of Payment for Overtime**

29.4.1 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.

29.4.2 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.

29.4.3 If, having elected to take time as leave in accordance with paragraph 29.4.1 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.

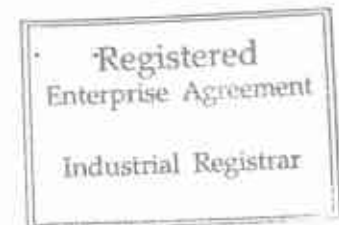
29.4.4 Where no election is made in accordance with the said paragraph 29.4.1, the employee shall be paid overtime rates in accordance with this agreement.

29.5 **Make-up Time**

- 29.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during 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.
- 29.5.2 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.

29.6 **Rostered Days Off**

- 29.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 29.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 29.6.3 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.
- 29.6.4 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 to participate in negotiations.
- 29.6.5 Where RDO's are taken in accordance with this clause, the employee shall 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 to require care by another person. In normal circumstances, an employee must not take carers' leave under this subclause where another person has taken leave to care for the same person.



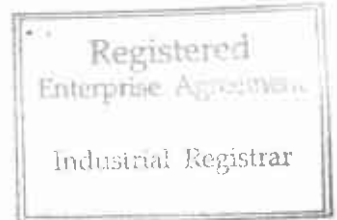
30. WORK PRACTICES

- 30.1 It is agreed that the restrictive work practice whereby some Employees work 15 minutes per day less than the 8 normal daily hours shall cease. Employees shall work their hours in accordance with Clause 9 - Hours of Work of this Agreement.
- 30.2 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.
- 30.3 As part of this Agreement, Employees agree to discuss all work practices that are in existence at the Woronora General Cemetery and Crematorium Trust.

31. REDUNDANCY

31.1 Application

- 31.1.1 This clause shall apply in respect of full-time and part-time Employees employed in the classifications specified in this Agreement; and
- 31.1.2 In respect to the Employer if it employs more than 15 Employees immediately prior to the termination of employment of Employees.
- 31.1.3 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 the Employer 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.
- 31.1.4 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.



31.2 Introduction of Change

31.2.1 Employer's duty to notify

31.2.1.1 where the 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.

31.2.1.2 "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 specified in paragraph 31.1.1 makes provision for the alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

31.2.2 Employer's duty to discuss change

31.2.2.1 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 subclause 31.2.1 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.

31.2.2.2 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 subclause 31.2.1 above.

31.2.2.3 For the purpose of such discussions, 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 the Employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the Employer.

31.3 Redundancy

31.3.1 Discussions before terminations

31.3.1.1 Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone pursuant to paragraph 31.2.1.1 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.

31.3.1.2 The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of paragraph 31.3.1.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations and measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Employees concerned.

31.3.1.3 For the purpose 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 Employees 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.

31.4 Termination of Employment

31.4.1 Notice for Changes in production, programme, organisation or Structure

31.4.1.1 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 paragraph 31.2.1.1 of this Agreement.

31.4.1.2 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

31.4.1.3 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.

31.4.1.4 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.

31.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the Employer for reasons arising from “technology” in accordance with paragraph 31.2.1.1. of this Agreement:

31.4.2.1 In order to terminate the employment of an Employee the Employer shall give to the Employee 3 months notice of termination.

31.4.2.2 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.

31.4.2.3 The period not 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.



31.4.3 Time Off during the notice period

31.4.3.1 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.

31.4.3.2 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.

31.4.4 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.

31.4.5 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.

31.4.6 Notice to Commonwealth Employment Service

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

31.4.7 Department of Social Security 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 Department of Social Security.



31.4.8 **Transfer to lower paid duties**

Where an Employee is transferred to lower duties for reasons set out in subclause 31.2.1 of this Agreement, 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 has 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.

31.5 **Severance Pay**

31.5.1 Where an Employee is to be terminated pursuant to paragraph 31.4 of this award, 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:

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

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
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

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

<u>Years of Service</u>	<u>45 Years of Age and over Entitlement</u>
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

31.5.1.3 "Weeks pay" means the ordinary time gross 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 paid in accordance with Clause 32 of this Agreement.

31.5.2 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 31.5.1 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 paragraph 31.5.1 above will have on the Employer.

31.5.3 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 31.5.1 above if the Employer obtains acceptable alternative employment for an Employee.

32. WAGES

32.1 Rates of Pay

32.1.1 The following rates of pay shall be operative from the date of registration of this Agreement:

Classification	\$ Rate
Probation (2 months)	436.85
General Hand	470.00
Transformer Hand	498.00
Grave Digger	498.00

32.1.2 The following rates of pay shall be operative from the first pay period to commence on or after 8 calendar months from the date of registration of this Agreement.

Classification	\$ Rate
Probation (2 months)	446.85
General Hand	480.00
Transformer Hand	508.00
Grave Digger	508.00

32.1.3 The following rates of pay shall be operative from the first pay period to commence on or after 16 calendar months from the date of registration of this Agreement.

Probation (2 months)	456.85
General Hand	490.00
Transformer Hand	518.00
Grave Digger	518.00

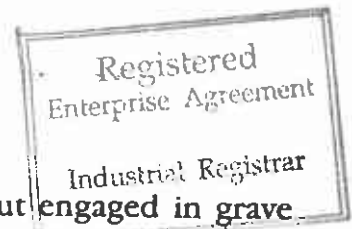
32.2 **Junior Rates**

32.2.1 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 32.1 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

32.3 **Leading Hand**

Where the Employer at its sole discretion appoints an Employee as a leading hand, such an Employee shall be paid an allowance of \$22.00 per week above the minimum rate of pay for the appropriate classification as set out in subclause 32.1 of this clause.



32.4 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 in grave digging" for each day or part thereof so engaged.

32.5 An Employee not engaged as a transformer hand on a full-time basis but engaged as a transformer hand for a day or part of a day shall be paid at the rate of one-fifth of the weekly rate of a "transformer hand" for each day or part thereof so engaged.

32.6 **Service Allowance**

32.6.1 All Employees after five years' continuous service with the Employer shall, in addition to the rates of pay set out in Clause 32 - Rates of Pay of this Agreement shall 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

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

32.7 During the currency of this Agreement any State Wage Case decision increases to the Parent Award shall be absorbed into the rates of pay and allowances prescribed by this clause.

32.8 The rates of pay contained in subclause 32.1 shall comprehend any allowance(s) contained in the parent award, provided that such rates of pay shall not comprehend allowances or other payments provided elsewhere in this Agreement.

33. PAYMENT OF WAGES

33.1 All employees shall be paid weekly on a day nominated by the Trust.

33.2 All wages shall be paid by Electronic Funds Transfer into an account of a Financial Institution nominated by the Employee.



34. TERMINATION OF EMPLOYMENT

34.1 Either party may terminate the employment by giving the following notice:

- | | |
|---|----------------|
| • up to one (1) year of service | 1 week notice |
| • between one (1) and three (3) years of service | 2 weeks notice |
| • between three (3) and five (5) years of service | 3 weeks notice |
| • over five (5) years of service | 4 weeks notice |

The above period of notice 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.

34.2 By mutual agreement between the parties the notice requirements referred to 34.1 above may be waived.

34.3 Where the notice stipulated in subclause 34.3 is not given, payment in lieu of notice or forfeiture of pay in lieu of notice shall occur.

34.4 Where an employee is guilty of misconduct, nothing shall effect the right of the Trust to dismiss the employee without notice.

35. CASUAL EMPLOYMENT

35.1 Where an Employee is engaged as a Casual Employee, such Employee shall be paid at an hourly rate equal to the appropriate weekly rate prescribed by Clause 32 - Wages of this Agreement divided by 38.

35.2 In addition to the hourly rate prescribed in 35.1 above, a Casual Employee shall be entitled to a 15% casual loading.

35.3 The loading prescribed in 35.2 above shall be paid to compensate Casual Employees for the lack of benefits which Full-time and Part-time Employees are entitled to and for the fact that no further work can be guaranteed after each start.

35.4 In addition to the loading prescribed in 35.2 above, casual employees shall be entitled to 1/12 pro-rata holiday pay pursuant to the Annual Holidays Act, 1944.

35.5 Casual employees shall be paid a minimum engagement of 4 hours for each start.

36. PART-TIME EMPLOYMENT

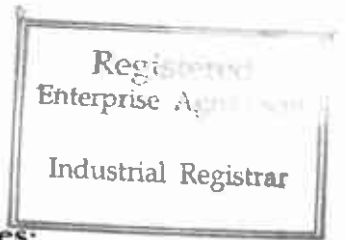
- 36.1 Where an Employee is engaged on a part-time basis, such Employee shall be paid at the rate of 1/38th of the base weekly rate for the classification in which they are employed.
- 36.2 A Part-time Employee shall be entitled to the same conditions of employment prescribed by this Agreement that a Full-time employee is entitled to, provided that a Part-time Employee shall only be entitled to such conditions of employment on a proportionate basis, as a part-time Employee's ordinary hours of work bear to a Full-time Employee's ordinary hours of work.

37. NO EXTRA CLAIMS

The parties to this Agreement agree that, for the life of this Agreement, there shall be no further claims made.

38. DISPUTES PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Act. These procedural steps are:



38.1 Procedures relating to grievances of individual Employees:

- 38.1.1 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- 38.1.2 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.
- 38.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 38.1.4 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.
- 38.1.5 While a procedure is being followed, normal work must continue.

38.2 Procedure for a dispute between the Employer and the Employees:

- 38.2.1 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.
- 38.2.2 Reasonable time levels must be allowed for discussion at each level of authority.
- 38.2.3 While a procedure is being followed, normal work must continue.
- 38.2.4 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 purposes of each procedure.



39. SIGNATORIES

Signed for and on behalf of Woronora General Cemetery and Crematorium Trust:

Name: IVAN JOHN WEBBER
Title: GENERAL MANAGER
Signature: [Handwritten Signature]

Date: 6.2.98

Witnessed By: [Handwritten Signature]
Name: GEORGE SPONIAR

Title: M.D.

Signature: [Handwritten Signature]

Date: 6.2.98

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

Name: B. W. PIPER

Title: UNION REP

Signature: [Handwritten Signature]

Date: 6.2.98

Witnessed By:

Name: MARK E HARDIE
(Elected Representative of the Employees' Negotiating Committee of Woronora General Cemetery & Crematorium Trust)

Title: LEADING HAND

Signature: [Handwritten Signature]

Date: 6.2.98

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