

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/241

**TITLE:** **Northern Suburbs Cemetery and Crematorium Trust  
Trading as Macquarie Park Cemetery Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/4025

**DATE APPROVED/COMMENCEMENT:** 11 August 2005 / 1 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/357.

**GAZETTAL REFERENCE:** 16 September 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Northern Suburbs Cemetery & Crematorium trading as Macquarie Park Cemetery, who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

**PARTIES:** Northern Suburbs Cemetery and Crematorium Trust -&- The Funeral and Allied Industries Union of New South Wales Branch

# **NORTHERN SUBURBS CEMETERY & CREMATORIUM TRUST TRADING AS MACQUARIE PARK CEMETERY ENTERPRISE AGREEMENT, 2005**

## **1. Arrangement**

The provisions of the Enterprise Agreement are arranged in the following order:

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## **2. Definitions**

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

"Agreement" shall mean the Northern Suburbs Cemetery and Crematorium Trust Trading as Macquarie Park Cemetery Enterprise Agreement, 2005.

"Employee" or "employees" shall mean a person or persons employed by the Northern Suburbs Cemetery and Crematorium Trust trading as Macquarie Park Cemetery, who would otherwise be covered by the Cemetery and Crematoria Employees (State) Award.

"Employer" shall mean the Northern Suburbs Cemetery & Crematorium Trust.

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

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

"Union" shall mean the Funeral and Allied Industries Union of New South Wales

"The Act" shall mean the *New South Wales Industrial Relations Act 1996*.

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

### **3. Scope of the Agreement**

This Agreement shall apply to all employees (as specified in Clause 32 of this agreement) of the employer who would otherwise be covered by the Parent Award.

### **4. Object of the Agreement**

The object of this agreement is to formalise existing conditions including over award payments and to establish defined guidelines for the effective operation of the cemetery and to bring about gradual change to maintain its continued efficiency and effectiveness within the community whilst meeting public standards and scrutiny.

### **5. Date and Period of Operation**

This Agreement shall operate from 1 July 2005 and shall remain in force for a period of 36 months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

### **6. Relationship to the Parent Award**

This Agreement shall be read to the exclusion of the Parent Award.

### **7. Duress**

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

### **8. Anti-Discrimination**

8.1 It is the intention of the parties bound by this agreement to seek to achieve the object in Section 3f of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.

8.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

8.3 Under the *Anti-Discrimination Act 1977* (NSW) it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

8.4 Nothing in this Clause is to be taken to affect:

8.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation.

- 8.4.2 offering or providing junior rates of pay to persons under 21 years of ages.
- 8.4.3 any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977* (NSW).
- 8.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this Clause.
  - 8.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - 8.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

- 8.6 Full details of the employer's expectation regarding Anti-discrimination and Harassment prevention in the workplace are contained in the employer's Anti-Discrimination and Harassment Prevention Policies.

### **9. Sick Leave**

- 9.1 A weekly employee who is after not less than 3 months continuous service with the employer unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of twelve (12) days pay in any year of service with the same employer, provided that they shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- 9.2 Provided further, that where an employee intends to take sick leave, it shall first be taken from the amount of days as specified in clause 9.1.
- 9.3 For the purpose of 9.1 above, service before the date of coming into force of this Agreement shall be counted as service.
- 9.4 An employee shall, as soon as reasonably practicable, and in any case within twenty four (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.
- 9.5 An employee (at their expense) shall furnish to the employer such evidence as the employer may desire that they were 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.
- 9.6 Notwithstanding the above an employee is required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a recreational 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 holiday or holidays as defined by this Agreement; or

a period of annual leave during which a holiday or holidays occur,

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.

- 9.7 In any year where an employee has not either redeemed or taken the whole of their sick leave entitlement, such untaken sick leave shall not be accumulated.
- 9.8 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 immediate preceding year. Provided that this amount shall not exceed twelve (12) days at any one anniversary.
- 9.9 Payment for good attendance shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the employee was employed at the end of the immediate preceding year.
- 9.10 Except as provided by 9.6 above, payment of cash value of unused sick leave shall not be made.

#### **10. Hours of Work**

- 10.1 The ordinary hours of work shall not be more than thirty-eight (38) hours per week. For all employees covered by this Agreement, the ordinary hours of work shall be worked as eight (8) ordinary hours each Monday to Friday, inclusive between the hours of 6.00am and 6.00pm with 0.4 (2/5ths) of one hour each day worked accruing as an entitlement to take one pre-determined recreational day off paid for as though worked. (Clause 16).
- 10.2 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. Except where an employee is engaged in work the nature of which could have significant health risks (e.g. exhumation), then adequate washing up /showering time will be allowed.

#### **11. Rest Pause**

- 11.1 A rest pause of not more than 15 minutes between commencing time and the meal break shall be permitted without reduction in pay.
- 11.2 Such rest pause shall be taken at or close to the immediate work location and at a time to suit the circumstances of the work in hand.
- 11.3 Any time spent washing up shall be inclusive of the rest pause above.

#### **12. Meal Break**

- 12.1 A meal break of 30 minutes shall be taken between the hours of 11am - and 1pm and at a time to suit the circumstances of the work in hand.
- 12.2 Any time spent washing up shall be inclusive of the meal break above.

#### **13. Overtime**

- 13.1 Overtime 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 prescribed by Clause 10 - Hours of work.
- 13.2 Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter for the actual time worked. Provided that double time shall be paid for all burial/cremation work performed on a Saturday.
- 13.3 When required by the employer, employees will perform reasonable overtime including work on Saturdays where necessary.
- 13.4 When burials/cremations are scheduled on a Saturday the starting time for employees will be no earlier than 2 hours before the scheduled time of the burial/cremation.

- 13.5 There shall be a four hour minimum engagement for work performed on a Saturday, Sunday or Public Holiday.
- 13.6 In computing overtime, each day's work shall stand alone.
- 13.7 All time worked on a Sunday shall be paid at double time.
- 13.8 All time worked on a public holiday shall be paid at double time and a half. Such double time and a half is inclusive of any payment required under Clause 14 - Public Holidays, of this agreement.

#### **14. Public Holidays**

- 14.1 The following days shall be Holidays for the purposes of this Agreement: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day. Permanent employees shall be allowed these days off without loss of pay.
- 14.2 Burials/cremations will not be conducted on New Years Day, Good Friday, Anzac Day, Christmas Day and Boxing Day.

#### **15. Union Meetings**

Clause 27, Union Meetings, of the Parent Award shall not apply to employees covered by this Agreement.

#### **16. Concessional Day**

Employees covered by this Agreement shall not be entitled to the single Concessional Day as detailed in paragraph (a) of subclause (i) of clause 13, Holidays of the Parent Award.

#### **17. Recreational Days**

Employees covered by this Agreement shall be entitled to twelve (12) recreational days per year. Such days shall be taken on a Monday to Friday basis, on a day to suit the requirements of the employer and within the month the day falls due.

#### **18. Annual Leave**

See *Annual Holidays Act*, 1944.

#### **19. Annual Leave Loading**

See *Annual Holidays Act*, 1944.

#### **20. Long Service Leave**

See *Long Service Leave Act*, 1955.

#### **21. Bereavement Leave**

- 21.1 An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person in Australia as prescribed in Subclause 20.3 of this Clause for the purpose of making arrangements for and / or attending the funeral.
- 21.2 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.
- 21.3 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 subparagraph (ii) of paragraph (c) of Subclause (1)

of Clause 21 - 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.

- 21.4 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.
- 21.5 Bereavement leave may be taken in conjunction with other leave available under Subclauses (2,) (3), (4), (5) and (6) of the said Clause 21. In determining such a request the employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

## **22. Personal Carer's Leave**

### **(1) Use of Sick Leave**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), 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 9 - 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.
- (b) 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 carer's leave under this Subclause where another person has taken leave to care for the same person.
- (c) 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.
- (d) 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.

(2) Unpaid Leave for Family Purpose

- (a) 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 (c) of Subclause (1) who is ill.

(3) Annual Leave

- (a) 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this Subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) 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.

(4) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with Subclause (1) of this Clause, and despite the provisions of Clause 13, Overtime, the following provisions shall apply.
- (b) 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.
- (c) 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.
- (d) If, having elected to take time as leave in accordance with paragraph (a) 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.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-Up Time

- (a) 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 award, at the ordinary rate of pay.
- (b) 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.

### 23. Uniforms

- 23.1 All employees covered by this Agreement undertake to wear at all times and to launder the uniform supplied by the employer.
- 23.2 Employees required to work in the rain shall be provided with suitable rain wear by the employer.
- 23.3 Employees required to carry out any work where water is underfoot shall be provided with suitable rubber foot wear.



- 23.4 Employees are responsible for and deemed to know the relevant requirements of Occupational Health and Safety and the relevant policy manuals of the Trust as they relate to the wearing of uniforms and protection from the sun.
- 23.5 The laundering and general maintenance of uniforms shall be the responsibility of the employee and shall take place in the employee's own time and such maintenance shall include but not limited to the washing and ironing of such uniforms.
- 23.6 All articles of clothing referred to in this Clause shall remain the property of the employer and shall only be replaced by the employer where the condition of the such clothing in the employer's opinion is no longer serviceable and provided that such wear and tear has not been the result of abuse or neglect by the employee.
- 23.7 No employee shall be entitled to a replacement of any of the above articles of clothing unless the employee returns the corresponding article issued to them or if the article is lost or misplaced by the employee to whom it was issued, they shall pay a reasonable price for the article.

**24. Safety Equipment**

Where required by the employer, all employees covered by this Agreement undertake to wear at all times, the equipment supplied by the employer such as steel cap boots, ear and eye protection, gloves, hats, dust and / or poison mask, back supports and any other suitable protective clothing in relation to the work being undertaken.

**25. Inoculations**

Employees shall be notified by the employer about the availability of appropriate inoculations necessary for health and safety at work including, but not limited to, Anti-Tetanus and Hepatitis, which shall be provided at the employer's expense.

**26. Exhumations and Vault Transfers**

Exhumations and Vault Transfers when required shall be performed subject to the conditions as detailed and agreed to between the parties as documented at Annexure "A" to this agreement.

**27. Termination of Employment**

- 27.1 Either party may terminate the employment by giving the following notice:

Period of Continuous Service	Period of Notice
Up to one (1) year of service	1 week notice
between one (1) and three 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.

- 27.2 By mutual agreement between the parties the notice requirements referred to above may be waived.
- 27.3 Where the notice stipulated above is not given, payment in lieu of notice or forfeiture of pay in lieu of notice shall occur.
- 27.4 Where an employee is guilty of misconduct, nothing shall affect the right of the employer to dismiss the employee without notice.

## 28. Redundancy

### 28.1 Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) 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.
- (d) 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.

### 28.2 Introduction of Change

- (a) Employer's duty to notify
  - (1) Where an employer has made a definite decision to introduce major changes in production, program, organization, 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.
  - (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 award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- (b) Employer's duty to discuss change
  - (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 paragraph (a) 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.
  - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employers to make the changes referred to in paragraph (a) of this subclause.
  - (3) 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.

### 28.3

(a) Discussions before terminations

- (1) 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 (1) of paragraph (a) of subclause (2) above, and that decision may lead to the termination of employment, the employer shall hold discussion with the employees directly affected and with the union to which they belong.
- (2) The discussion shall take place as soon as is practicable after the employer had made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measure to mitigate any adverse effects of any termination of the employees concerned.
- (3) 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 termination 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.

28.4 Termination of employment

(a) Notice of Changes in Production, Programme, Organisation or Structure - The subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organization" or "structure" in accordance with subclause (27.2) (a) (1) above.

- (1) 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

- (2) 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.
- (3) 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.

(b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with subclause (27.2) (a) (1) above:

- (1) In Order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of 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 Act, 1955*, the *Annual Holidays Act, 1944* or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period -
- (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.
  - (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.
- (d) 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.
- (e) 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.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible given 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.
- (g) 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 Centrelink.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (28.2) 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.

#### 28.5 Severance Pay -

- (a) Where an employee is to be terminated pursuant to subclause (27.4) 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:
- (1) 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	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

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

45 Years of Age and Over Years of Service	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

- (3) "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.
- (b) 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 (a) 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 (i) 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 (a) above if the employer obtains acceptable alternative employment for an employee.

### 29. Jury Service

- (a) When an employee is required to attend for jury service the employee shall notify the employer as soon as possible prior to the date upon which they are required to attend for jury service. Furthermore, the employee shall give to the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service including any amount received in respect of fares.
- (b) An employee required to attend for jury service during their 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 the employee's attendance for such jury service and the amount of wages the employee would have received in respect of their ordinary time as for eight hours per day they would have worked had they not been on jury service, together with the difference between the amount received and the actual expenditure for fares and travelling to and from the court.
- (c) When an employee who has been called to attend for jury service is discharged the employee shall return to their place of employment during working hours to complete the shift for the day. If the employee is able to return to work during their 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 (b) of the clause.

### 30. No Extra Claims

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

### 31. Disputes Procedure

The procedure for the resolution of Industrial Disputation will be as follows.

31.1 Procedures relating to grievances of individual employees:

- 31.1.1 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.
- 31.1.2 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.
- 31.1.3 Reasonable time limits must be allowed for discussion at each level of authority .
- 31.1.4 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 proposal remedy.
- 31.1.5 While a procedure is being followed, normal work must continue.
- 31.1.6 The employee may be represented by an Industrial Organisation of employees.
- 31.1.7 If the matter remains unresolved it shall be referred to the Industrial Relations Commission of NSW.
- 31.1.8 Full details regarding processes to follow in the event of a grievance are contained within the employer’s Workforce Grievance Policy.

31.2 Procedure for a dispute between the employer and employees:

- 31.2.1 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.  
  
Reasonable time limits must be allowed for discussions at each level of authority.
- 31.2.2 While a procedure is being followed, normal work must continue.
- 31.2.3 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.
- 31.2.4 If the matter remains unresolved it shall be referred to the Industrial Relations Commission of NSW.
- 31.2.5 Full details regarding processes to follow in the event of a grievance are contained within the employer’s Workforce Grievance Policy.

### 32. Wages

32.1 The minimum weekly rate of pay for full-time employees under this agreement shall be:

Levels	From the first full pay period commencing on or after 1 July 2005 -3.5% \$	From the first full pay period commencing on or after 1 January 2006 - 2% \$	From the first full pay period commencing on or after 1 July 2006 2% \$
1	669.65	683.04	696.70
2	755.55	770.66	786.07

3	828.00	844.56	861.45
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Levels	From the first full pay period commencing on or after 1 January 2007 2% \$	From the first full pay period commencing on or after 1 July 2007 - 2% \$
1	710.63	724.85
2	801.80	817.83
3	878.68	896.25

32.2 Any employee paid at a rate as at the date of this agreement which carries a higher wage than the rate applicable to the employee's level under the new classification structure shall have the difference between the higher rate and the new agreed rate preserved whilst the employee continues to undertake duties similar to those prior to this agreement.

32.3 The minimum allowances payable for full-time employees under this agreement shall be:

Description	Allowance
Exhumation requiring the removal of Human Remains from a grave filled with soil.	\$400 per Employee per body exhumed.
Vault transfer requiring the removal of Human Remains from a Vault, Tomb or Crypt to another Vault, Tomb or Crypt	\$60 per Employee per body transferred.

32.4 Service Allowance

Employees covered by this agreement shall not be entitled to the service allowance as described in Clause 18 of the Parent Award.

32.5 Payment of Wages

32.5.1 All employees shall be paid weekly on a day nominated by the employer.

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

### 33. Classification Structure

33.1 General

- (a) The employer may determine qualifications and duties to apply to various employment classifications (levels) as it sees fit and subject to the provisions of this Agreement to engage or transfer employees for any of those classifications.
- (b) The minimum wage rates and allowances for each classification (level) shall be as set out in Clause 31.1 - Wages of this agreement.
- (c) An employee's advancement to a higher classification level shall be at the discretion of the employer and subject to review after a period of three months.

In the event an employee's continued employment at the higher level is not confirmed by the employer the employee's employment shall continue subject to the conditions of this agreement and the award at the level that previously applied to that employee.

33.2 Level 1

A level 1 position is one in which;

- (a) previous training or experience in the employers industry is not a pre-requisite.
- (b) the employee is able to undertake routine or prescribed standard procedures under minimum supervision or direction to the employers satisfaction
- (c) the employee is required to be fully conversant with and agree to abide by the various Occupational Health & Safety guidelines and the employers Gardening, Maintenance and Policy manuals.
- (d) the employee may from time to time be required to undertake in house or other training in order to improve their skills.
- (e) the employee may be required to hold or seek a drivers or other licence or permit required to operate the employer's equipment.

Without limiting the foregoing a Level 1 employee may be required to perform the following:

- i. general gardening operations including but not limited to turf laying, sowing, planting, weeding, pruning, vegetation removal and clearing, hedge trimming, raking, application of fertilizers and poisons, garden construction and maintenance.
- ii. operate all the employers gardening and maintenance equipment including but not limited to ride on and hand controlled mowers, edgers, blowers etc.
- iii. general grounds and building maintenance operations (not including procedures requiring trade expertise or licence) including but not limited to sweeping, cleaning , washing all areas and structures including gutters and drains, construction and maintenance of pathways and new burial areas etc.
- iv. Gathering and disposal of all forms of refuse as directed.
- v. Cleaning and routine maintenance of hand tools and other machinery and equipment as directed.
- vi. Operate the employers burial and graveside equipment including but not limited to lowering and raising devices, tents, seating, safety boards etc
- vii. Assisting in the preparations for burials, attending funeral services at prepared graves as instructed.
- viii. undertake the preparation of nominated areas for turfing and the maintenance of those areas for future burials.
- ix. repair and maintain lawn and monumental grave sites, gardens, paths and other facilities.
- x. communicate effectively with Funeral Directors, Clergy, families and visiting members of the public.

### 32.3 Level 2

A level 2 position is one in which;

- (a) to the employers satisfaction an employee undertakes duties and accepts responsibilities involving initiative and decision making.
- (b) to the employers satisfaction assists in the training and supervision of other employees



- (c) to the employers satisfaction an employee can dig and prepare a grave for burial (and depending upon the circumstances either manually or with machinery) and to back fill and clean up a burial site in accordance with Occupational Health and Safety guidelines and the employers grave digging and policy manuals

Without limiting the foregoing a Level 2 employee may be required to perform the following duties in addition to those performed at a lower level;

- i. able to identify all grave locations within the cemetery for burial or maintenance purposes.
- ii. undertake the interment of bodies in graves, mausoleums, vaults and crypts and vault transfers as and when required, in accordance with the employer's relevant manuals.
- iii. attend funeral services at prepared sites and communicate effectively with the families, Funeral Directors and Clergy
- iv. carry out exhumations on a voluntary basis; (see annexure A)
- v. have an understanding of plant selection, planting, general landscape maintenance and pruning techniques.

#### 33.4 Level 3

A level 3 position is one where the employee:

- a. to the employers satisfaction plans their own work and work schedules of others as approved by the employer
- b. performs multiple tasks on a day to day basis, and requires minimal instruction in the performance of their duties, and
- c. assists in the training and supervision of employees at lower levels; and
- d. assures the quality of their own work and understands the employer's quality control techniques.

Without limiting the foregoing a Level 3 employee may be required to perform the following duties in addition to those performed at a lower level;

- i. undertake maintenance of plant, machinery and equipment;
- ii. maintain a register on all plant and equipment listing maintenance to be carried out;
- iii. be able to read and follow elementary building and landscape plans and to complete the tasks in a specific time frame.
- iv. have knowledge of mixing and spraying of herbicides and pesticides
- v. to undertake and complete post-secondary training provided by an accredited training provider relevant to the duties required by the employer including but not limited to management skills that enhance performance and results for the site.
- vi. may be required to obtain licences for the use of on site machinery.

### **34. Signatories**

For and on behalf of:

Northern Suburbs Cemetery and Crematorium Trust Trading as Macquarie Park Cemetery

Ross Davis  
Chief Executive Officer

Date

Witness

Date

For and on behalf of:

The Funeral and Allied Industries Union of New South Wales and employees

Aiden Nye  
Secretary

Date

Ken Taylor  
Delegate

Date

## **ANNEXURE "A"**

Exhumations and Vault transfers

The New South Wales Health Department has issued guidelines for approval and approved procedures for exhumations and vault transfers.

These guidelines and conditions must be strictly observed in addition to and without limiting the foregoing:

- (1) employees will only be required to undertake this work on a voluntary basis
- (2) employees must be inoculated for but not limited to anti tetanus and hepatitis B
- (3) minimum employees to be engaged on:
  - (1) EXHUMATIONS
    - (a) where adult remains have been buried for a period of 15 days and less than 7 years - 4 employees
    - (b) any other adult remains - 3 employees
    - (c) for infants and children - 2 employees
  - (2) VAULT TRANSFERS
    - (a) where human remains are encased in a lead liner - 6 employees
    - (b) where human remains are encased in a zinc liner - 4 employees
    - (c) where a funeral director is engaged for a vault transfer only one employee is required.
- (4) All employees engaged on any Exhumation shall fully participate in the removal of the Human remains from the grave, including entering the grave.
- (5) Employees in carrying out Exhumations shall place all Human Remains into a body bag and depending on the circumstances either hand those remains to a funeral director or transfer them to another prepared site within the cemetery.
- (6) the employer will offer Counselling for all employees involved in an exhumation or vault transfer.

- (7) Where a Vault Transfer requires repair work to a casket to be carried out, a funeral director shall be engaged to carry out such work.
- (8) The cemetery is permitted to use it's own employees to carry out their own exhumations and vault transfers within their own cemetery grounds.