

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/135

TITLE: Blue Mountains Funerals Enterprise Agreement, 1998

I.R.C. NO: 98/6654.

DATE APPROVED/COMMENCEMENT: 8 February 1999.

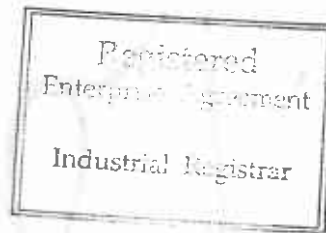
TERM: 24 Months.

**NEW AGREEMENT OR
VARIATION: New:**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 21.



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who were previously engaged under the terms and conditions of the Funeral Industries (State) Award.

PARTIES: Blue Mountains Funerals -&- The Funeral and Allied Industries Union of New South Wales Branch.



BLUE MOUNTAINS FUNERALS

ENTERPRISE AGREEMENT 1998

Registered
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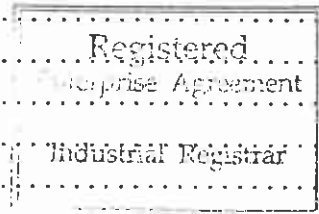
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R. Tilden Jr.
7/8/1998

Chris Tilden

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An ENTERPRISE AGREEMENT ^{11th November}, 1998, in accordance with the provisions of Part 2, Chapter 2, of the New South Wales Industrial Relations Act, 1996, between Blue Mountains Funerals, 150 Main Street, Katoomba, 2780 and the Funeral and Allied Industries Union of New South Wales, 4 Goulbourn Street, Sydney, 2000.

The aim of this Agreement is to replace in its entirety, the terms and conditions of employment contained in the Funeral Industries (State) Award in so far as they apply to Employees (as identified in Clause 18) of the Company with the terms and conditions contained in this Agreement.

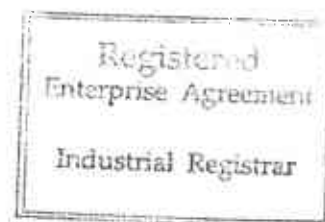
It is agreed by the parties as follows:

1. **TITLE OF THE AGREEMENT**

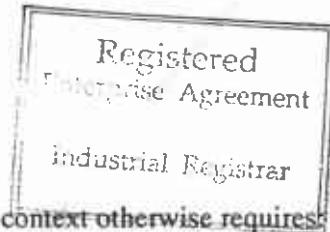
This Agreement shall be known as the Blue Mountains Funerals Enterprise Agreement.

2. **ARRANGEMENT**

Adoption Leave
Annual Leave
Arrangement
Bereavement leave
Carrying of Coffins/Caskets
Casual Employees
Classifications
Daily Mileage
Date and Period of Operation
Definitions
Definition of Funeral
Descriptions
Descriptions
Disputes Procedure
Duress
Embalming
Funeral Vehicles
Hours
Jury Service
Long Service leave
Maternity Leave
Meal Break
Meal Money
No extra claims
Overtime
Paternity Leave
Personal Carer's Leave
Purpose of the Agreement
Recreational Leave
Redundancy
Rest after Early Morning Work
Rest Pause
Saturday and Sunday - Funeral Work
Scope of the Agreement



Sick Leave
 Signatories
 Staff Counselling
 Termination of Employment
 Title of the Agreement
 Uniforms
 Wages
 Work on Public Holidays



3. DEFINITIONS

3.1 In this Agreement (including the recitals) unless the context otherwise requires:

“**Agreement**” shall mean the Blue Mountains Funerals Enterprise Agreement, 1998.

“**Coffin - Casket**” shall mean a container constructed of any material and manufactured for the purpose of containing for the purpose of removal, cremation or interment a deceased person.

“**Employee**” or “**Employees**” shall mean a person or persons employed by Blue Mountains Funerals.

“**Employer**” shall mean Blue Mountains Funerals.

“**Funeral**” shall mean the conveying of a casket containing the body of a deceased person from any place directed to a cemetery or crematorium for the purpose of interring or cremation.

“**Holiday**” shall mean a day gazetted in the New South Wales Government Gazette as a public holiday.

“**Removal**” shall mean the conveying of a deceased person from one place to another other than for the purpose of interment, cremation or entombment.

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

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees of the Employer other than any person engaged under a separate contract of service between the Employer and that person and secretarial personnel.

5. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to regulate conditions of employment of Employees employed by the Employer and to establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change to maintain its continued efficiency and effectiveness within the community to meet public standards and scrutiny.

6. **DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the date of Registration and shall remain in force for a period of two (2) years thereafter.

7. **DURESS**

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

8. **HOURS**

8.1 The ordinary hours of work for all permanent Employees shall not exceed forty hours (40) per week, worked (except in the case of an employee under Grade 4 Classification) as eight (8) continuous hours each day, Monday to Friday, inclusive, between the hours of 6.30 am and 6.30 pm.

8.2 Starting and finishing times shall be determined by the Employer at ceasing time the day before.

9. **REST PAUSE**

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

10. **MEAL BREAK**

All Employees shall not work longer than five (5) hours without a Meal Break of not less than thirty (30) minutes, nor more than one (1) hour.

11. **CASUAL EMPLOYEES**

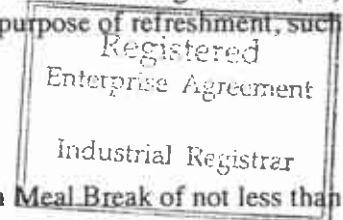
The hours of work for a Casual Employee shall be not less than three (3) hours per day Monday to Friday, inclusive, worked between the hours of 6.30 am and 6.30 pm.

12. **OVERTIME**

In addition to Wages as set out in Clause 18 of this Agreement, all Employees shall be paid in accordance with the following provisions:

12.1 **Time And One Half**

- (a) Monday to Friday, inclusive, for the first two hours outside the commencing and ceasing times of the ordinary hours of work as prescribed by this Agreement.
- (b) Saturday for the first two hours worked in excess of the ordinary hours of work and double time thereafter.



12.2 Double Time

- (a) Sunday for all time worked between 7.00 am and 10.00 pm.
- (b) Monday to Friday, inclusive, for all time worked two hours after the ordinary ceasing time.
- (c) Saturday for all time worked from midnight Friday to 7.00 am Saturday on all work and after the first two hours of work on a Saturday morning, for hours in excess of ordinary hours as prescribed by this Agreement.
- (d) Funerals conducted on a Saturday which is a Holiday.

12.3 Double Time And One Half

- (a) For all time worked between 7.00 am and 10.00 pm on Holidays.
- (b) For all time worked between midnight Saturday and 7.00 am on Sunday.
- (c) For all time worked between 10.00 pm and midnight on a Sunday.
- (d) For all time worked during an Employee's ordinary rostered hours of work on a Holiday shall be paid for at the rate of double time and one half and subject to clause 15.3 in addition to the ordinary weekly wage.

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12.4 Treble Time

- (a) For all time worked between the hours of midnight and 7.00 am on a Holiday.
- (b) For all time worked between 10.00 pm and midnight on a Holiday.

12.5 An Employee called upon to work overtime within paragraphs 12.1, 12.2, 12.3 and 12.4 of this clause, shall, if he/she works less than two hours be paid for a minimum of two hour's work at the appropriate rate.

12.6 An Employee shall, in relation to all functions of his/her classification make himself/herself available to work reasonable overtime to meet the needs of the Employer having regard to the nature of the Industry.

12.7 An Employee engaged on Saturday morning for Funeral work shall be paid for a minimum of four (4) hours at the appropriate rate. Such Employee may be required to perform mixed functions or any of the duties of his/her classification, during such four hour period.

12.8 For the purposes of the performance of overtime work on Saturday mornings the Employees located at an establishment of the Employer shall arrange a roster amongst themselves and with the approval of the Employer, to ensure that the minimum requisite number of Employees required by the Employer on such occasions shall be available for each Saturday if such

overtime eventuates.

- 12.9 Each day shall be deemed to commence at midnight and finish at midnight
- 12.10 In computing overtime, the rate shall be calculated on the basis of thirty (30) minutes so that any portion of one half hour being less than one half hour shall be reckoned as thirty (30) minutes, any period of ten (10) minutes or less to be disregarded.
- 12.11 An Employee, recalled to work overtime in accordance with subclause 12.1 of this clause after leaving the Employer's premises, whether notified before or after leaving the Employer's premises shall be paid for a minimum of two (2) hours at the appropriate overtime rate for each time the Employee is so recalled.

13. REST AFTER EARLY MORNING WORK

An Employee who has been employed for a period of four (4) continuous hours or more between midnight and 6.30 am on two consecutive nights, shall be released after completion of such work until the Employee has had five (5) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

14. MEAL MONEY

Employees who have worked eight (8) continuous hours in any one day and are required to work a further two (2) hours, shall be provided with a meal or be re-imbursed for money spent on nourishment up to a sum of nine dollars and fifty cents (\$9.50).

15. WORK ON HOLIDAYS

- 15.1 All gazetted Holidays for the State of New South Wales other than Christmas Day shall be open days and Funerals shall be permitted.
- 15.2 All permanent Employees covered by this Agreement shall be deemed to have worked in the week in which the Holiday falls, the number of ordinary working hours he/she would have worked had the day not been a Holiday and shall be paid at the appropriate rate of pay prescribed by this Agreement.
- 15.3 Where a gazetted Holiday falls on a day between Monday to Friday, payment for **Funeral** work shall be at the rate of double time in addition to time.

16. SATURDAY AND SUNDAY - FUNERAL WORK

Funeral work shall not be permitted on a Saturday afternoon or on a Sunday. This clause shall not apply to Funerals which commence before 12 mid-day on a Saturday.

Engagements for Saturday Funerals shall not commence later than 9.00 am.

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(30) minutes so that any

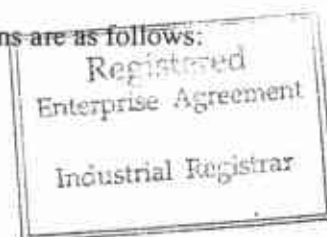
17. CLASSIFICATION

- 17.1 Employees shall be classified according to experience and capability as either Grade 1, Grade 2, Grade 3 or Grade 4.
- 17.2 Grading shall be as follows:
- (a) Grade 1 means a weekly Employee who for the first 60 days of employment works under supervision of a Grade 2 or Grade 3 Employee. To test suitability a Grade 1 Employee may be requested to carry out any duties.
 - (b) Grade 2 shall mean a weekly Employee who shall be capable of carrying out any duty necessary to be performed with removal work, funeral work, non-invasive body preparation work and general duties in and around the funeral home.
 - (c) Grade 3 shall mean a weekly Employee who shall be capable of all duties associated with Grade 2 together with, co-ordination work and minor invasive body preparation and supervision of funeral services.
 - (d) Grade 4 shall mean a weekly Employee qualified and with the capability of performing duties under Grade 2 or Grade 3 but whose ordinary 40 hours of work shall include 4 hours on Saturday between 10.00 am and 2.00 pm on that day and 36 hours during the period Monday to Friday inclusive between the hours of 6.30 am and 6.30 pm at times agreed between the Employer and Employee and in the absence of agreement as nominated by the Employer. Any Grade 2 or Grade 3 weekly Employee (but only with the Employee's prior agreement) may perform Grade 4 duties.

18. WAGES

The base rates for the following classifications are as follows:

18.1 Classification	\$ Base Rate Per Week
Grade 1	\$510.00
Grade 2	\$560.00
Grade 3	\$580.00
Grade 4	\$560.00 or \$580.00 as the case may be



- 18.2 A new full time Employee may be employed by the Employer in a Grade 1, Grade 2 or Grade 3 Classification according to that persons experience and capability.
- 18.3 A Grade 1 employee will remain on a Grade 1 Classification for sixty (60) days only after which the Employee will become a Grade 2 Classification.
- 18.4 Six months following registration of this agreement a further twenty dollars (\$20.00) per week shall be added to the base rates as set out in 19.1.
- 18.5 A Casual Employee is one engaged and paid as such. Casual Employees shall be paid at an

hourly rate equal to the appropriate weekly rate divided by 40, plus 15 per cent (15%). Casual Employees shall also be entitled to 1/12 Pro Rata Holiday pay pursuant to the Annual Leave Act, 1944, with a minimum payment of three (3) hours for work done on a Monday to Friday during the ordinary hours as set by this Agreement.

At all times other than ordinary hours of work the overtime provisions as set out in Clause 12 of this Agreement shall apply to Casual Employees.

A Casual Employee may be employed by the Employer under a Grade 2 or Grade 3 Classification.

- 18.6 Employees covered by this Agreement who are called upon to participate in an Exhumation or a Vault Transfer shall be paid the sum of fifty dollar (\$50.00) per Employee per body exhumed or transferred.

19. FUNERAL VEHICLES

- 19.1 All Funeral vehicles and Removal vehicles shall be fitted with air conditioning. Temporary malfunctioning of air conditioning will not be the cause for Employees to refuse to drive or ride in the Funeral Vehicles or Removal Vehicles.

- 19.2 Removal vehicles shall be so divided between the driver's compartment and the compartment carrying the Human Remains as to provide reasonable isolation for the Employees.

20. UNIFORMS

- 20.1 All permanent Employees covered by the terms of this Agreement shall be provided with a suitable uniform by the Employer. Such uniform shall be worn as directed by the Employer.

- 20.2 The maintenance of such uniform other than shirts and blouses shall be the responsibility of the Employer.

- 20.3 Employees shall take all due care with uniforms or protective clothing as supplied by the Employer.

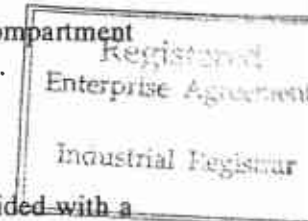
- 20.4 All items of clothing and protective clothing shall remain the property of the Employer at all times.

- 20.5 Employees will at all times present themselves in a clean tidy and well groomed state and according to standards reasonably directed by the Employer for performance of their duties.

- 20.6 Casual Employees shall provide and maintain their own uniforms.

21. CARRYING OF COFFINS/CASKETS

- 21.1 Not less than two (2) Employees shall be employed on the Funeral, Removal or loading or unloading of a coffin/casket containing the body of a deceased person over five (5) years of age; not less than three (3) Employees shall be employed on the Funeral, Removal, loading or



unloading of a coffin/casket containing the body of a deceased person over twelve (12) years of age; provided that not less than four (4) Employees shall be employed on the Funeral, Removal, loading or unloading of a deceased person contained in a rectangular American Type casket where the inside length of the casket exceeds 1.67 metres or the inside width exceeds 508mm and on the Funeral, Removal, loading or unloading of a coffin/casket containing a deceased person so heavy as reasonably to require an additional Employee, provided that where a Removal is carried out by means of a stretcher, only two (2) Employees shall be employed.

Not more than one (1) deceased person shall simultaneously be carried on a stretcher.

21.2 Where Employees are engaged in the Funeral, Removal or delivery of a deceased person contained in a leaden coffin/casket, the number of Employees to be used for such work shall be as follows:

- (a) When the deceased person is under three years of age two Employees.
- (b) When the deceased person is three years of age and under fifteen years of age four Employees.
- (c) When the deceased person is fifteen years of age and over six Employees.

22. DAILY MILEAGE

An Employee shall not be required to drive a vehicle further than 640 kilometres in any one day. Provided that when two (2) drivers are engaged, the distance travelled shall not exceed 960 kilometres in any one day.

23. EMBALMING

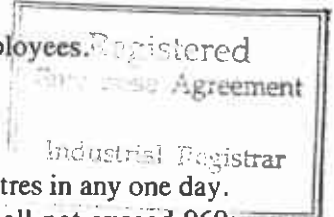
All embalming work must be carried out under the supervision of a person who holds an approved qualification and in proper clinical and hygienic conditions.

24. SICK LEAVE

24.1 A weekly Employee who is unable to attend for duty during his/her 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 five (5) days pay in his/her first year of service and then (10) days pay for the second and subsequent years of service, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

24.2 He/she shall, as soon as reasonable practicable, and in any case within twenty four (24) hours of the commencement of such absence, inform the Employer of his/her inability to attend for duty and, as far as possible, state the nature of the illness or injury and the estimated duration of the incapacity.

24.3 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 the first single day's absence in each sick leave year.



Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a 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) a Holiday or Holidays as defined by this Agreement, **OR**
- (b) a period of Annual Leave during which a Holiday or Holidays occur as defined by this Agreement;

without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, the Employee shall not be entitled to payment of such Holiday or Holidays.

24.4

- (a) On the pay day following the first and subsequent Anniversaries of employment, Employees will be entitled to an amount for good attendance based in 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 (10) days at any one Anniversary.
- (b) Payment for the attendance bonus 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 immediately preceding year.

24.5 Except as provided by 26.4 above, payment of the cash value of unused sick leave shall not be made.

24.6 For the purpose of 26.1 above, service before the date of coming into force of this Agreement shall be counted as service.

25. RECREATIONAL LEAVE

Permanent Employees covered by this Agreement, in any one year, shall be entitled to five (5) days paid Leave in addition to any other Leave entitlement under this Agreement. Such time off to be mutually agreed upon between the Employer and the Employee.

26. ANNUAL LEAVE

See Annual Leave Act, 1944.

27. LONG SERVICE LEAVE

See Long Service Leave Allowance, 1955.



28. BEREAVEMENT LEAVE

- 28.1 A full time or part time Employee shall be entitled to up to three (3) consecutive days (if death occurred overseas - 1 additional day) paid Bereavement Leave on each occasion to attend a funeral or for matters related to the death of a person prescribed in 30.3 below.
- 28.2 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.
- 28.3 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:
- (a) Immediate family member, including parents, siblings, husband, wife, de facto partner, parents-in-law.
 - (b) Extended family members including: niece, aunt, uncle, cousin.
 - (c) Same sex partner; and
 - (d) 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.
- 28.4 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.
- 28.5 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.

29. ADOPTION LEAVE

See Industrial Relations Act, 1996.

30. MATERNITY LEAVE

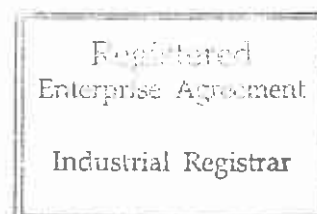
See Industrial Relations Act, 1996.

31. PATERNITY LEAVE

See Industrial Relations Act, 1996.

32. PERSONAL CARER'S LEAVE**32.1 Use of Sick Leave**

- (a) An Employee, other than a casual Employee, with responsibilities in relation to a class



of person set out in 33.1(c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current sick leave entitlement, provided for at Clause 25 of this Agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

- (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 either:
 - (A) a spouse of the Employee, or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person: or
 - (C) a child or an adult child (including an adopted child, a step child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse of the Employee.
 - (iii) a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
 - (iv) a Relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - (A) 'relative' means a person related by blood, marriage or affinity;
 - (B) 'affinity' means a relationship that one spouse because of marriage has blood relatives of the other; and
 - (C) 'household' means a family group living in the same domestic dwelling.

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



32.3 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 as set out in 34.1.3(ii) above who is ill.

32.4 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to Annual Holidays Act, 1944, to take Annual Leave not exceeding five (5) days in single day period or part thereof, in any calendar year at a time or times agreed by the parties.

32.5 Time Off in Lieu of Payment for Overtime

- (a) 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 twelve (12) months of the said election.
- (b) 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.
- (c) If, having elected to take time as leave in accordance with paragraph 34.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with 34.4.1, the Employee shall be paid overtime rates in accordance with this Agreement.

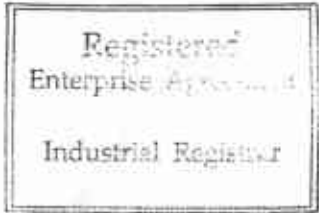
33. JURY SERVICE

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

as provided for in subclause 34.2 of this clause.

34. TERMINATION OF EMPLOYMENT

Employment may be terminated by either party in accordance with scale shown below:

*	60 days up to one (1) year of service		1 weeks notice
*	between one (1) and three (3) years service		2 weeks notice
*	between three (3) and five (5) years service		3 weeks notice
*	over five (5) years service		4 weeks notice

The 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.

By mutual agreement these terms may be waived.

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

New Employees undertaking a sixty (60) day probationary period can resign, or Management can terminate their employment without any notice.

35. REDUNDANCY

35.1 Discussions before Termination

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected and notify the Union.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of 37(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measure to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.
- (c) The purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union, all relevant information about proposed 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 be inimical to the Employer's interests.

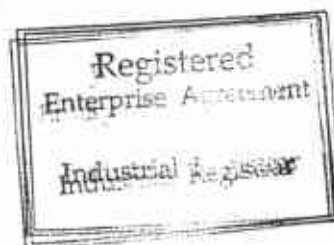
35.2 Transfer to lower paid duties

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

35.3 Severance Pay

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

Period of continuous service	Severance Pay - Under 45 years of age
Less than 1 year	NIL
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	7 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 6 years	14 weeks pay
6 years and over	16 weeks pay



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

Period of continuous service	Severance Pay - 45 years and over
Less than 1 year	NIL
1 year but less than 2 years	5 weeks pay
2 years but less than 3 years	8.75 weeks pay
3 years but less than 4 years	12.5 weeks pay
4 years but less than 5 years	15 weeks pay
5 years but less than 6 years	17.5 weeks pay

6 years and over

20 weeks pay

Weeks pay - means the ordinary time rate of pay for the Employee concerned.

35.4 Employees leaving during the notice period

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

35.5 Alternative Employment

An Employer, in a particular Redundancy case, may make application to the Industrial Relations Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

35.6 Time off during the notice period

- (a) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview if he/she shall not receive payment for the time absent.

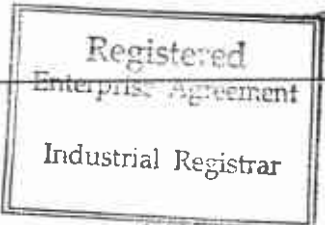
For this purpose a statutory declaration will be sufficient.

35.7 Notice to Commonwealth Employment Service

Where a decision has been made to terminate Employees in the circumstances outline in subclause 36.1(a) hereof, the Employer shall notify Employment National or such other employment agency as may provide employment opportunities for the Employees thereof as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

35.8 Superannuation Benefits

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



35.9 **Transmission of Business**

- (a) Where a business is before, on or after the date of this Agreement, transmitted from an Employer (the "transmitter") to another Employer ("the transferee") and an Employee who at the time of such transmission was an Employee of the transmitter in that business becomes an Employee of the transferee:
- (i) The continuity of the employment of the Employee shall be deemed not to have been broken by reasons of such transmission; and
 - (ii) The period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transferee.
- (b) In this subclause "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

35.10 **Employees with less than one years service**

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

35.11 **Employees exempted**

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

35.12 **Incapacity to Pay**

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

36. **DISPUTES PROCEDURE**

The procedure for the resolution of Industrial Disputation will be in accordance with Section 131 of the Act. These procedural steps are:

36.1 **Procedures relating to grievances on individual Employees:**

- (a) The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The Employees may be represented by an Industrial Organisation of Employees.

36.2 Procedures for a dispute between Employer and Employee:

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

37. **STAFF COUNSELLING**

With the object of retaining good Employer/Employee relations, no Employee will be dismissed (except for misconduct, which would justify instant dismissal) unless the following procedures have been followed:

- 37.1 **First Counselling - Verbal** - If Management considers a Member of staff to be unsatisfactory for any reason, the Employer shall inform the Employee of the unsatisfactory nature of the Employee's service, giving the Employee the right to respond. If the Employee so requests, a witness of his/her choosing may be present.
- 37.2 **Second Counselling - Verbal** - If the Management is of the opinion that the Employee continues to be unsatisfactory, the Employer shall again discuss with the Employee, in the presence of a witness if requested, the unsatisfactory nature of the Employee's service and advise the Employee that continuation of such unsatisfactory service may lead to dismissal.
- 37.3 **Third and Final Counselling - Written** - If after two verbal counsellings, the Employer still considers the Employee to continue to remain unsatisfactory and in the presence of a witness of the Employee's choosing, the Employee will again be counselled and advised that a continuing failure on his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to writing by the Management with the Employee being requested to sign the document.

38. NO EXTRA CLAIMS

The parties to this Agreement, agree that, for the life of this Agreement, there shall be no further claims made subject to the provisions of the Industrial Relations Act, 1996, that shall prevail.

39. SIGNATORIES

Signed on behalf of Blue Mountains Funerals.

NAME: *Don Tilden* DON TILDEN
TITLE: *Proprietor / Managing Director*
SIGNATURE: *Don Tilden*
DATE: *30.10.98*

WITNESSED BY:

NAME: *ROY TILDEN*
TITLE: *General Assistant*
SIGNATURE: *R. Tilden*
DATE: *30.10.1998*

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

NAME: *Stacy*
TITLE: *SECRETARY*
SIGNATURE: *Stacy*
DATE: *22nd Oct 98*

WITNESSED BY:

NAME: *Stacy Muxican*
TITLE: *Ms*
SIGNATURE: *[Signature]*
DATE: *22.10.98*