

ENTERPRISE AGREEMENT

NO: E.A. 207 /1996

DATE REGISTERED: 18-7-96

PRICE: \$ 86-00

THE ANGLICAN CEMETERY TRUST NECROPOLIS

ENTERPRISE AGREEMENT, 1996

An ENTERPRISE AGREEMENT made this _____ in accordance with the provisions of Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 between the Anglican Cemetery Trust Necropolis, located at Hawthorne Avenue, Rookwood Cemetery, Lidcombe, 2141 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:

Ad.
U.
3/1/96

1. TITLE OF AGREEMENT

This Agreement shall be known as the Anglican Cemetery Trust Necropolis Enterprise Agreement, 1996.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope of the Agreement
5. Purpose of the Agreement
6. Date and Period of Operation
7. Relationship to Parent Award
8. Duress
9. Payment of Wages
10. Termination of Employment
11. Casual Employment
12. Part-time Employment
13. Sick Leave
14. Hours of Work
15. Rest Pause
16. Meal Break
17. Overtime
18. Public Holidays
19. Union Meetings
20. Concessional Day
21. Recreational Days
22. Annual Leave
23. Annual Leave Loading
24. Long Service Leave
25. Bereavement Leave
26. Parental Leave

A. H.
M.
3/7/96

1. TITLE OF AGREEMENT

This Agreement shall be known as the Anglican and General Cemetery Necropolis, Rookwood, Enterprise Agreement, 1996.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope of the Agreement
5. Purpose of the Agreement
6. Date and Period of Operation
7. Relationship to Parent Award
8. Duress
9. Payment of Wages
10. Termination of Employment
11. Casual Employment
12. Part-time Employment
13. Sick Leave
14. Hours of Work
15. Rest Pause
16. Meal Break
17. Overtime
18. Public Holidays
19. Union Meetings
20. Concessional Day
21. Recreational Days
22. Annual Leave
23. Annual Leave Loading
24. Long Service Leave
25. Bereavement Leave
26. Parental Leave

2/11
o.c.

27. Family Leave
28. Uniforms
29. Safety Equipment
30. Washing Facilities
31. Wages
32. Exhumations and Vault Transfers
33. Inoculations
34. Quality Commitment and Work Flexibility
35. No Extra Claims
36. Redundancy
37. Disputes Procedure
38. Signatories

ANNEXURE - Position Description

211
201

3. DEFINITIONS

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

"Agreement" shall mean the Anglican Cemetery Trust Necropolis Enterprise Agreement, 1996.

"Employee" or "Employees" shall mean a person or persons employed by the Anglican Cemetery Trust Necropolis, pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" or "Trust" shall mean the Anglican Cemetery Trust Necropolis.

"Full-time Employee" shall mean an Employee engaged and paid as such and who works an average 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.

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

"The Act" shall mean the New South Wales Industrial Relations Act, 1991.

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

Handwritten signature and date:
3/7/96

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees (as defined in Clause 31 - Wages) of the Employer who are employed pursuant to the Parent Award.

5. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to formalise existing conditions including over award payments and to establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of Registration and shall remain in force for a period of 12 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.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall regulate wholly the conditions of employment of Employees employed by the Employer.

8. DURESS

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

9. PAYMENT OF WAGES

9.1 All Employees shall be paid weekly on a day nominated by the Employer.

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

10. TERMINATION OF EMPLOYMENT

- 10.1 The employment of a weekly or part-time Employee may be terminated only by one weeks' notice on either side which may be given at any time or by the payment by the Employer or forfeiture by the Employee of a week's pay in lieu of notice. This shall not affect the right of the Employer to dismiss an Employee without notice in the case of an Employee guilty of misconduct.

11. CASUAL EMPLOYMENT

- 11.1 Where an Employee is engaged as a Casual Employee, such Employee shall be paid an hourly rate equal to the appropriate weekly rate prescribed by Clause 31 - Wages of this Agreement divided by 38.
- 11.2 In addition to the hourly rate prescribed in 11.1 above, a Casual Employee shall be entitled to a 15% casual loading.
- 11.3 The loading prescribed in 11.2 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.
- 11.4 In addition to the loading prescribed in 11.2 above, casual Employees shall be entitled to 1/12 pro-rata holiday pay pursuant to the Annual Holidays Act, 1944.
- 11.5 Casual Employees shall be paid a minimum engagement of 4 hours for each start.

dot
h.h.
3/7/96

12. PART-TIME EMPLOYMENT

- 12.1 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.
- 12.2 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.

13. SICK LEAVE

- 13.1 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 twelve (12) 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/she is entitled to workers' compensation.
- 13.2 He/she 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.
- 13.3 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.

DW
Ad

13.4 Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a 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 prescribed by Clause 18 - Public Holidays; 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.

In any year where an Employee has not either redeemed to take the whole of their sick leave entitlement, such untaken sick leave shall not be accumulated.

13.5 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.

13.6 Provided further, that where an Employee intends to take sick leave, it shall first be taken from the amount of days specified in 13.1.

13.7 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 immediate preceding year.



13.8 Except as provided by 13.5 above, payment of the cash value of unused sick leave shall not be made.

13.9 For the purpose of 13.1 above, service before the date of coming into force of this Agreement shall be counted as service.

14. HOURS OF WORK

14.1 The ordinary hours of work shall not be more than an average of 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 6.30 a.m. and 6.00 p.m.

14.2 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.

15. REST PAUSE

15.1 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 deduction of pay.

15.2 Any time spent washing up shall be inclusive of the rest pause prescribed in subclause 15.1 above.

16. MEAL BREAK

16.1 Employees shall not work longer than five (5) hours without a meal break of not less than (30) minutes nor more than one hour, 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.



- 16.2 Any time spent washing up shall be inclusive of the rest pause prescribed in subclause 16.1 above.

17. OVERTIME

- 17.1 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 14 - Hours of Work.
- 17.2 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.
- 17.3 When required by the Employer, Employees will perform reasonable overtime including work on Saturday, Sunday and/or Public Holidays, where necessary.
- 17.4 Work carried out on a Public Holiday as set out in Clause 18 - Public Holidays or on a Sunday shall be paid at the rate of double time with a minimum payment of four (4) hours.
- 17.5 In computing overtime, each day's work shall stand alone.
- 17.6 The penalty rates prescribed by this clause shall be paid inclusive of an Employee's ordinary time rate of pay. Such penalty rates shall not be paid in addition to an Employee's ordinary time rate of pay.
- 17.7 Time off in lieu of payment for overtime
- 17.7.1 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.

17.7.2 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.

17.7.3 An Employer shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in accordance with this clause, for any overtime worked under paragraph 17.7.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the Employer, an Employee must elect within six months of accrual, whether to take overtime worked under 17.7.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

17.8 Make-up time

An Employee may elect, with the consent of their 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 Award, at the ordinary rate of pay.

18. PUBLIC HOLIDAYS

18.1 The following days shall be Holidays and shall be closed and free from Burial work. New Year's Day, Australia Day, Good Friday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.

18.2 Burials will be permitted on Easter Saturday and Easter Monday up until 12.00 midday. Employees working on such days shall not commence work later than 8.00 a.m..



19. UNION MEETINGS

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

20. 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 11 - Holidays of the Parent Award.

21. RECREATIONAL DAYS

21.1 Employees covered by this Agreement shall be entitled to six (6) Recreational Days per year. Such days shall be taken on a Monday or a Friday, on a day to suit the requirements of the Employer and within the month the day falls due.

21.2 Recreational days shall accrue on the basis of one day over an eight week cycle. Recreational Days 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.

21.3 Where an Employee requests to work on a Recreational Day, the following conditions shall apply:

21.3.1 The Employee may only work on a Recreational Day where approval to do so has been given by the Employer.

21.3.2 The Employee will forfeit the right to take the Recreational Day as a day off.



21.3.3 The Employee shall be paid at the rate of double time in lieu of physically taking the Recreational Day as a day off work.

21.3.4 The rate referred to in 21.3.3 above, shall be regarded as a payment for ordinary hours of work and shall be inclusive of an Employee's ordinary time rate of pay. Such rate shall not be paid in addition to an Employee's ordinary weekly time rate of pay.

22. ANNUAL LEAVE

See Annual Holidays Act, 1944.

22.1 To give effect to this clause, but subject to the Annual Holidays Act, 1944 an Employee may elect with the consent of the Employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the Employee and the Employer.

22.2 Access to annual leave, as prescribed in paragraph 22.1 above, shall be exclusive of any shutdown period provided for in the Annual Holidays Act, 1944.

22.3 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

23. ANNUAL LEAVE LOADING

23.1 In this clause the Annual Holidays Act, 1944 is referred to as "the Act".

23.2 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 the 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 23.6 of this clause).

- 23.3 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.
- 23.4 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 23.6 of this clause as to holidays taken wholly or partly in advance).
- 23.5 The loading is the amount payable for the period or separate period, as the case may be, stated in subclause 23.4 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 allowances contained in Clause 31 - Wages and Clause 32 - Exhumations and Vault Transfers of this Agreement, or penalty rates, overtime or any other payments prescribed by this Agreement.
- 23.6 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 23.5 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.



23.6.1 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 23.4 of this clause for the period not taken.

23.6.2 Except as provided by paragraph 23.6.1 of this subclause, no loading is payable on the termination of an Employee's employment.

24. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

25. BEREAVEMENT LEAVE

25.1 On the death of the spouse, father, mother, child (including stepchild), brother or sister, a weekly Employee shall be entitled to Bereavement Leave, without deduction of pay, up to and including the day of the Funeral for a period not exceeding the number of ordinary hours usually worked by the Employee in three (3) ordinary working days.

25.2 In all cases, proof of death shall be furnished by the Employee to the satisfaction of the Employer.

25.3 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave entitlement of the Employee as contained in this Agreement.

DW
Adi

26. PARENTAL LEAVE

See Industrial Relations Act, 1991.

27. FAMILY LEAVE

27.1 An Employee with responsibilities in relation to a class of person set out in paragraph 27.3.2 who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of registration of this Agreement for absences to provide care and support for such persons when they are ill.

27.2 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

27.3.1 The Employee being responsible for the care of the person concerned; and

27.3.2 The person concerned being;

27.3.2.1 a spouse of the Employee; or

27.3.2.2 a defacto spouse, 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; and



27.3.2.3 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

27.3.2.4 a same sex partner who lives with the Employee as the defacto partner of that Employee on a bona fide domestic basis; or

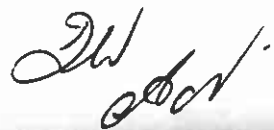
27.3.2.5 a relative of the Employee who is a member of the same household where for the purposes of this paragraph:

(a) "relative" means a person related by blood, marriage or affinity;

(b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other, and

(c) "household" means a family group living in the same domestic dwelling.

27.3.4 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 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 prior notice of absence, the Employee shall notify the Employer by



telephone of such absence at the first opportunity on the day of absence.

27.3.5 The use of sick leave for the purpose of this clause shall be subject to section 122(1) of the Act.

27.4 Unpaid leave for family purpose

27.4.1 An Employee may elect with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 27.3.2 above who is ill.

28. UNIFORMS

28.1 All Employees covered by this Agreement undertake to launder and wear at all times, the appropriate uniform supplied by the Employer which includes shirts (long sleeves) trousers, jumper, hat and sunglasses.

28.2 Employees required to work in the rain shall be provided with suitable rain wear by the Employer.

28.3 Employees required to carry out any work where water is underfoot shall be provided with suitable rubber foot wear.

28.4 The laundering and general maintenance of uniforms shall be the responsibility of the Employee and shall take place in the Employees own time and such maintenance shall include but not limited to the washing and ironing of such uniforms.

28.5 Any time spent laundering the appropriate uniform shall be included in the rest pause described in Clause 15 or the meal break described in Clause 16 of this Agreement or outside the normal working hours.

28.6 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 such clothing is no longer serviceable in the Employer's opinion and provided that such wear and tear has not been the result of abuse or neglect by the Employee.

28.7 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.

29. SAFETY EQUIPMENT

29.1 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 suitable protective clothing when spraying chemicals.

29.2 The articles referred to in 29.1 above shall remain the property of the Employer and where applicable shall only be replaced by the Employer where the condition of such clothing is no longer serviceable in the Employer's opinion and provided that such wear and tear has not been the result of abuse or neglect by the Employee.

30. 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 full-time Employee shall be provided with a full length locker (with key) in which to keep his/her clothes and personal items.

Handwritten signature

31. WAGES

31.1 Rates of Pay

31.1.1 The ordinary weekly rate of pay shall be as follows:

Classification	\$ Rate
Cemetery Employee:	
Probation	419.90
Grade 1	461.40
Grade 2	486.50

31.1.2 The following rates of pay shall be operative from the first pay period to commence on or after 4 calendar months from the date of signing of this Agreement.

Cemetery Employee:	
Probation	419.90
Grade 1	466.00
Grade 2	494.70

31.2 Junior Rates

31.2.1 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 31.1 of this clause:

*211
Oct*

	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

31.3 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 \$21.20 per week above the minimum rate of pay for the appropriate classification as set out in subclause 31.1 of this clause.

31.4 First-Aid

An Employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body shall be paid an additional \$10.00 per week, if the Employee is appointed by the Employer to perform first-aid duty.

31.5 Safety Allowance

An Employee appointed by the Employer as a Safety Officer and who in addition to his/her normal duties is responsible for site inspections, public and staff awareness on matters concerning safety, investigation of accidents and proposing appropriate safety signage to the Employer shall be paid an additional \$10.00 per week.



31.6 Service Allowance

31.6.1 All Employees after five years' continuous service with the Employer shall, in addition to the rates of pay set out in subclause 31.1 - 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

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

31.7 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.

31.8 The rates of pay contained in subclause 31.1 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.

32. EXHUMATIONS AND VAULT TRANSFERS

32.1 **Exhumation** shall mean the removal of Human Remains from a grave filled with soil.

The Allowance payable - \$315.00 per Employee per body exhumed.

32.2 Vault Transfer - shall mean the removal of Human Remains from a Vault, Crypt or Tomb to another Vault, Crypt or Tomb.

- The Allowance payable - \$52.50 per Employer per body transferred.

32.3 1. Voluntary basis only.

2. Employee to be in a general state of good health.

3. Employee to be inoculated.

4. Strick observation by Employees of any guidelines as set down by the Department of Health, (Plan of Management).

5. Counselling to made available for all Employees.

6. 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.

7. Not less than three (3) Employees to be engaged on any other Exhumation.

8. For the Exhumation of infants and children the following shall apply:

- ▶ where the child is under five (5) years of age irrespective of the time buried, two (2) Employees to be engaged only.

9. 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.
10. An allowance of three hundred and fifteen dollars (\$315.00) per Employee per body exhumed from a grave shall be paid.
11. Cemetery Employees in carrying out Exhumations shall place all Human Remains into a body bag before handing those Remains over to the Funeral Director.
12. Cemetery Employees engaged in a Vault Transfer shall be paid fifty-two dollars and fifty cents (\$52.50) per Employee per body transferred.
13. Where a Funeral Director is engaged to carry out a Vault Transfer, only one (1) Cemetery Employee shall be required.
14. Where a Vault Transfer is carried out by Cemetery Employees the following manning levels shall apply:
 - ▶ Where Human Remains are encased in a Lead Liner - not less than six (6) Employees shall be required.
 - ▶ Where Human Remains are encased in a Zinc Liner - not less than four (4) Employees shall be required.

GENERAL

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

DN
PCW

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

33. INOCULATIONS

An Employee shall during working hours and at the Employer's 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.

34. QUALITY COMMITMENT AND WORK FLEXIBILITY

- 34.1 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.
- 34.2 Employees are committed to supporting the concept of quality improvement and will be encourages to continue to identify and introduce their own ideas and suggestions.
- 34.3 Employees covered by this Agreement acknowledge the need to receive additional job skills and subject to the Employer's requirements, undertake to attend training courses as required by the Employer.
- 34.4 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.
- 34.5 The aim of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis and as an essential component of a long term career at the Anglican and General Cemetery.



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

35. NO EXTRA CLAIMS

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

36. REDUNDANCY

36.1 Application

36.1.1 This clause shall apply in respect of full-time and part-time Employees employed in the classifications specified in this Agreement; and

36.1.2 In respect to the Employer if it employs more than 15 Employees immediately prior to the termination of employment of Employees.

36.1.3 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.

36.1.4 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.

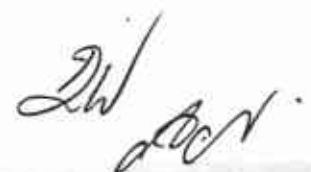
36.2 Introduction of Change

36.2.1 Employer's duty to notify

36.2.1.1 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.

36.2.1.2 "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 36.1.1 makes provision for the alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

A handwritten signature in black ink, appearing to be 'D.W. [unclear]', located in the bottom right corner of the page.

36.2.2 Employer's duty to discuss change

36.2.2.1 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 36.2.1 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.

36.2.2.2 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 36.2.1 above.

36.2.2.3 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.

A handwritten signature in black ink, appearing to be 'DW' followed by a stylized name or initials.