

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/357

**TITLE:** Northern Suburbs Cemetery & Crematorium Trust Trading as Macquarie Park Cemetery Enterprise Agreement 2002

**I.R.C. NO:** IRC2/6183

**DATE APPROVED/COMMENCEMENT:** 12 November 2002

**TERM:** 36 months (1 July 2005)

**NEW AGREEMENT OR  
VARIATION:** Replaces EA96/245

**GAZETTAL REFERENCE:** 20 December 2002

**DATE TERMINATED:** 12 November 2002

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of 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

Registered  
Enterprise Agreement  
Industrial Registrar

**NORTHERN SUBURBS CEMETERY & CREMATORIUM  
TRUST TRADING AS MACQUARIE PARK CEMETERY**

**ENTERPRISE AGREEMENT, 2002**



1. ARRANGEMENT

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

Clause No	Subject Matter
1.	Arrangement
2.	Definitions
3.	Scope of the Agreement
4.	Objects of the Agreement
5.	Date and period of Operation
6.	Relationship to the Parent Award
7.	Duress
8.	Anti Discrimination
9.	Sick Leave
10.	Hours of work
11.	Rest Pause
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18.	Annual Leave
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20.	Long Service Leave
21.	Bereavement Leave
22.	Parental Leave
23.	Personal Carer's Leave
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25.	Safety Equipment
26.	Washing Facilities
27.	Inoculations
28.	Exhumation and Vault Transfers
29.	Termination of Employment
30.	Redundancy
31.	No Extra Claims
32.	Disputes Procedure
33.	Wages
34.	Signatories

Annexure "A"



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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, 2002.

"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 an average of 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 33 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 2002 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.

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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.

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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".

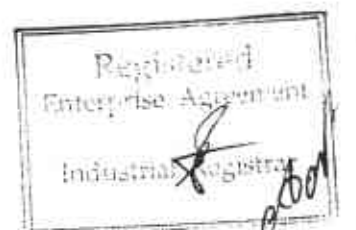
8.6 Full details of the employer's expectation regarding Anti-discrimination and Harassment prevention in the workplace are contained in the employer's Anti-Discrimination and Harassment Prevention Policies.

## **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 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.
- 9.3 An employee 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.
- 9.4 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.

- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 Provided further, that where an employee intends to take sick leave, it shall first be taken from the amount of days as specified in 9.1.
- 9.9 Except as provided by 9.6 above, payment of cash value of unused sick leave shall not be made.
- 9.10 For the purpose of 9.1 above, service before the date of coming into force of this Agreement shall be counted as service.

## **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 17).
- 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. But in any event an employee shall not commence work later than 12 noon.
- 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.



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## **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 21.3 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 23 – 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 23. In determining such a request the employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

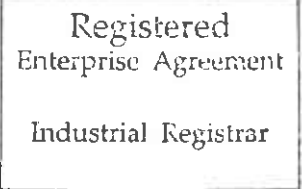
## **22 PARENTAL LEAVE**

See Industrial Relations Act, 1996.

## **23 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

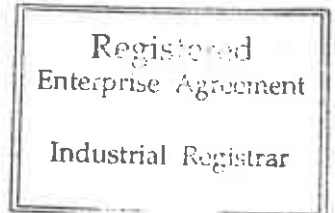
(e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

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



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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

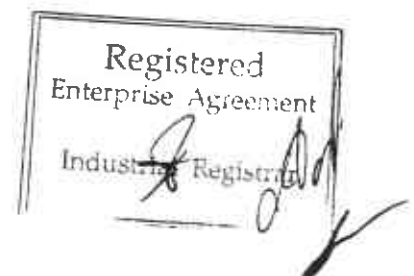
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of Subclause (1) who is ill.

(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.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This Subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## 24 UNIFORMS

- 24.1 All employees covered by this Agreement undertake to wear at all times and to launder the uniform supplied by the employer.
- 24.2 Employees required to work in the rain shall be provided with suitable rain wear by the employer.



- 24.3 Employees required to carry out any work where water is underfoot shall be provided with suitable rubber foot wear.
- 24.4 Employees are responsible for and deemed to know the relevant requirements of Occupational Health and Safety and the grave digging, gardening / maintenance and policy manuals of the Trust as they relate to the wearing of uniforms and protection from the sun.
- 24.5 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.
- 24.6 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.
- 24.7 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.

## **25 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.

## **26 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 their clothes and personal items.

## **27 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.



## 28 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.

## 29 TERMINATION OF EMPLOYMENT

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

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

The above period of notice is increased by one (1) week if the employee is over forty-five (45) years of age and has completed at least two (2) years continuous service.

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

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

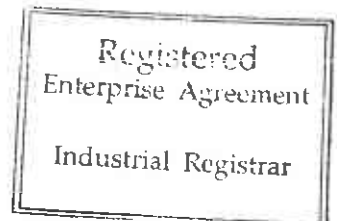
29.4 Where an employee is guilty of misconduct, nothing shall affect the right of the employer to dismiss the employee without notice.

## 30 REDUNDANCY

30.1 Discussions before Termination

(a) Where the employer has made a definite decision that they no longer wish 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 employee directly affected and notify the Union.

(b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the above provision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employee concerned.



- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employee concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number of 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 detrimental to the employer's interests.

### 30.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out above the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option make payment in lieu thereof 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.

### 30.3 Severance Pay

In addition to the period of notice prescribed in Clause 29, an Employee whose employment is terminated for reasons set out in Clause 30.1 (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

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6 years and over

- 20 weeks pay

Week's pay – means the ordinary time rate of pay for the employees concerned.

#### 30.4 Employees leaving during the notice period

An employee whose employment is terminated for reasons set out in Clause 30.1 (a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this Clause had they remained with the employer until the expiry of such notice.

#### 30.5 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.

#### 30.6 Time off during notice period

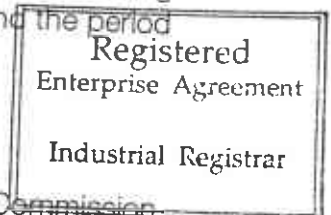
- a) During the period of notice of termination given by the employer, an employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice 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 or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 30.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in Clause 30.1 (a) hereof, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 30.8 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 the Superannuation Scheme, they shall only receive



under Clause 30.3 hereof the difference between the severance pay specified in that Subclause and the amount of Superannuation benefit they receive which is attributed to employer contributions only.

### 30.9 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 "transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

(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 transmittee.

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.

### 30.10 Employees with less than one year's service.

This Clause shall not apply to employees with less than one year's service.

### 30.11 Employees exempted

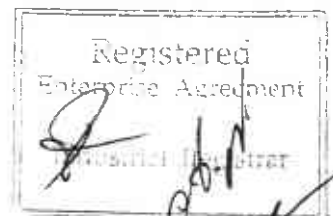
This Clause shall not apply where employment is terminated as a consequence of misconduct that justifies instant dismissal.

### 30.12 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.

## 31 NO EXTRA CLAIMS

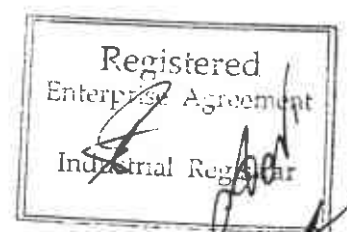
The parties to this Agreement agree that, for the life of the Agreement, there shall be no further claims made.



## 32 DISPUTES PROCEDURE

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

- 32.1 Procedures relating to grievances of individual employees:
- 32.1.1 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.
  - 32.1.2 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.
  - 32.1.3 Reasonable time limits must be allowed for discussion at each level of authority .
  - 32.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposal remedy.
  - 32.1.5 While a procedure is being followed, normal work must continue.
  - 32.1.6 The employee may be represented by an Industrial Organisation of employees.
  - 32.1.7 If the matter remains unresolved it shall be referred to the Industrial Relations Commission of NSW.
  - 32.1.8 Full details regarding processes to follow in the event of a grievance are contained within the employer's Workforce Grievance Policy.
- 32.2 Procedure for a dispute between the employer and employees:
- 32.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - 32.2.2 Reasonable time limits must be allowed for discussions at each level of authority.
  - 32.2.3 While a procedure is being followed, normal work must continue.



32.2.4 The employer may be represented by an Industrial Organisation of employers and the employees may be represented by an Industrial Organisation of employees for the purposes of each procedure.

32.2.5 If the matter remains unresolved it shall be referred to the Industrial Relations Commission of NSW.

32.2.6 Full details regarding processes to follow in the event of a grievance are contained within the employer's Workforce Grievance Policy.

### 33 WAGES

33.1 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 2002 \$	From the first full pay period commencing on or after 1 July 2003 \$	From the first full pay period commencing on or after 1 July 2004 \$
1	602.00	627.00	647.00
2	685.00	710.00	730.00
3	755.00	780.00	800.00

33.2 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.

33.3 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.

33.4 Service Allowance



33.4.1 Except as provided in Clause 33.4.2 employees covered by this agreement shall not be entitled to the service allowance as described in Clause 18 of the Parent Award.

33.4.2 Employees at the time of entering this agreement who by virtue of having reached the level of continuous service described in the Parent Award of either 5 years, 10 years or 15 years will retain that level of allowance but will not be entitled to receive any additional percentage increases should they reach a further continuous service level.

### 33.5 Payment of Wages

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

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

### 33.6 Classification Structure

#### 33.6.1 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 33.1 - Wages of this agreement.

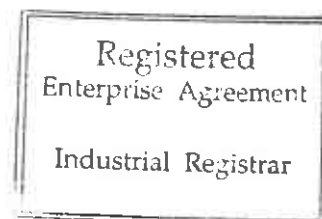
(c) An employee's advancement to a higher classification level shall be at the discretion of the employer and subject to review after a period of three months.

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.

#### 33.6.2 Level 1

A level 1 position is one in which;

a) previous training or experience in the employers industry is not a pre-requisite.



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