

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/368

**TITLE: InvoCare Australia Pty Limited Cemeteries and
Crematoria Enterprise Agreement 2005**

I.R.C. NO: IRC5/5157

DATE APPROVED/COMMENCEMENT: 27 October 2005 / 27 October 2005

TERM: 16

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/196.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by InvoCare Australia Pty Ltd (formerly known as Service Corporation International Australia Pty Ltd) located at 4/153 Walker Street, North Sydney 2060, identified in clause 16 of the agreement who fall within the coverage of the Cemetery and Crematoria Employees (State) Award, Clerical and Administrative Employees (State) Award.

PARTIES: InvoCare Australia Pty Ltd -&- The Funeral and Allied Industries Union of New South Wales Branch

InvoCare Australia Pty Limited

**CEMETERIES AND CREMATORIA ENTERPRISE
AGREEMENT, 2005**

This ENTERPRISE AGREEMENT will be made "in accordance with the provisions Part 2 of Chapter 2 of the *New South Wales Industrial Relations Act, 1996*", between

InvoCare Australia Pty Limited, located at 153 Walker Street, North Sydney 2060

and

Funeral and Allied Industries Union of New South Wales of 377 Sussex Street, Sydney 2000

in respect of sites as shown in **Schedule 1**.

The aim of this Agreement is to replace in their entirety the terms and conditions of employment contained in the Cemetery & Crematoria Employees (State) Award and the Clerical and Administrative Employees (State) Award, which ever is applicable, in so far as they apply to Employees of InvoCare Australia Pty Limited as identified in Clause 16, 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 InvoCare Australia Pty Limited Cemeteries and Crematoria Enterprise Agreement, 2005.

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3. DEFINITIONS

3.1 For the purpose of this Agreement the following definitions shall apply;

"Agreement" means the InvoCare Australia Pty Limited Enterprise Agreement, 2005.

"Casual Inside Employee" means an employee who is engaged and paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight (38).

"Casual Outside Employee" means an employee who is engaged and paid at an hourly rate equal to the appropriate weekly rate divided by forty (40).

"Employee" means all Inside Employees and Outside Employees, including those employed on a Casual or Part-time basis, who are covered by the terms of this Agreement.

"Employer" or **"the Company"** means InvoCare Australia Pty Limited.

"Inside Employee" means an Employee as described in **Schedule 2**.

"Part-time Employee" means an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked

by full time Employees, but such days shall not be less than 1 per week and such hours shall not be less than 4 per week.

“**Outside Employee**” means an Employee as described in **Schedule 3**.

“**Union**” means the Funeral and Allied Industries Union of New South Wales.

“**Weeks Pay**” means the ordinary time rate of pay for the Employee concerned.

3.2 In the interpretation of this Agreement, unless the context otherwise requires:

- (a) Clause headings shall be disregarded;
- (b) Words importing the singular shall include the plural and vice versa;
- (c) Words importing one gender shall include the other gender;
- (d) Any reference to a person shall include a reference to a company or firm;
- (e) The parties to this Agreement shall include their successors, administrators and permitted assigns.
- (f) The Schedules annexed hereto form part of this Agreement;
- (g) Any reference to a month means a calendar month;
- (h) All monetary amounts are expressed in Australian dollars; and
- (i) Each clause in this Agreement is severable from the other and if any one or more clause is found to be unenforceable, it shall not affect the validity of any other clause.

4. SCOPE OF THE AGREEMENT

4.1 This Agreement shall apply to Employees of the Company identified in Clause 16 of the Agreement.

5. DATE AND PERIOD OF OPERATION

5.1 This Agreement shall operate from the date of Registration and shall remain in force for the nominal term until 14 February 2007. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

6. DURESS

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

7. PROBATION

- 7.1 The Employer may initially engage a full-time or part-time Employee for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment. The Employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but must not exceed one hundred and twenty (120) days.
- 7.2 An Employee who is promoted to a higher grade or classification under this Agreement may be required to serve a period of probationary employment in that position, for the purpose of determining the Employee's suitability for employment in that position. The Employee must be advised in advance that the employment in that position is probationary and of the duration of the probation which can be up to but must not exceed one hundred and twenty (120) days.

8. HOURS

8.1 SPAN OF HOURS

- (a) The span of ordinary hours for all Employees is 6.30am to 6.30pm. However, by agreement between the Employee and Employer, the Employee may commence ordinary hours at 6.00am.
- (b) The Employer reserves the right to vary an Employee's commencing and ceasing times between the span of ordinary hours.
- (c) Employees shall participate in any roster necessary to meet the needs of the Employer to provide cremation and burial services to the Public.

8.2 INSIDE EMPLOYEES

- (a) The ordinary hours of work for Inside Employees shall not exceed an average of thirty-eight (38) hours per week, Monday to Saturday, inclusive, where the ordinary hours of work shall not exceed 8 hours per day. Provided that the Employer and Employee may extend the ordinary hours per day by agreement up to a maximum of 10 hours per day.
- (b) All time worked on a Saturday shall be paid for at the rate of time and one half for the first four (4) hours worked, thereafter time in addition to time.

- (c) The hours of work for Casual Inside Employees shall not be less than three (3) hours per shift.

8.3 OUTSIDE EMPLOYEES

- (a) The ordinary hours of work for permanent Outside Employees shall not exceed forty (40) hours per week, Monday to Friday, inclusive.
- (b) Generally and where possible, Outside Employees will be rostered to work not more than eight (8) ordinary hours per day Monday to Friday inclusive. Provided that the Employer and Employee may extend the ordinary hours per day by agreement up to a maximum of 10 hours per day.
- (c) The hours of work for a Casual Outside Employee who may be engaged to work Monday to Friday shall not be less than four (4) hours per shift.
- (d) The hours of work for a Casual Outside Employee who may be engaged to work on a Saturday or a Sunday shall not be less than four (4) hours per shift.

9. OVERTIME

- 9.1 When deemed necessary by the Employer, all Employees shall work reasonable overtime when required on Saturdays, Sundays and/or Public Holidays, where practicable in rotation.
- 9.2 For the avoidance of doubt, any staff meeting held outside an Employee's ordinary hours of work which is not compulsory does not entitle an Employee to overtime.
- 9.3 Overtime at the rate of time and one half for the first two hours and time in addition to time thereafter shall be paid for all work performed outside the commencing and ceasing times of the ordinary hours of work or in excess of the ordinary daily hours of work.
- 9.4 Except as provided for at clause 9.5 below, all time worked on a Saturday shall be paid for at the rate of time and one half up to 12.00 noon and time in addition to time thereafter, with a minimum of four (4) hours pay.
- 9.5 Where a chapel service is performed on a Saturday or on a Public Holiday and the body is not cremated on the same day, one Employee only is required for the service. That Employee shall be paid at the rate of time in addition to time for a minimum of two (2) hours.

- 9.6 All time worked on a Sunday shall be paid for at the rate of time in addition to time, with a minimum of four (4) hours pay.
- 9.7 All time worked on a Public Holiday shall be paid for at the rate of time in addition to time, with a minimum of four (4) hours pay.
- 9.8 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 clause 9.6(a) above, the leave is not taken for whatever reason, payment for time accrued shall be made at single time.
 - (d) Where no election is made in accordance with 9.6(a) above, the Employee shall be paid overtime rates in accordance with this Agreement.

10. REST PAUSE

- 10.1 Outside Employees are permitted to a rest pause at a time advised by the Employer of not more than fifteen (15) minutes between commencing time and the actual Meal Break, without reduction of pay.

11. MEAL BREAK

- 11.1 Employees shall not work longer than five (5) hours without a Meal Break.
- 11.2 Employees are entitled to a Meal Break at a time advised by the Employer of not less than thirty (30) minutes, nor more than forty five (45) minutes.
- 11.3 Casual and Part-time Inside Employees who work five (5) hours or less are not entitled to a meal break.

12. REIMBURSEMENT OF MEAL MONEY

Employees who are required to work more than two (2) hours beyond their ordinary ceasing time, Monday to Friday, inclusive, shall be provided with a meal or be reimbursed for reasonable expenses up to the sum of eleven dollars (\$11.00).

13. UNION MEMBERSHIP

- 13.1 The Employer shall neither encourage nor discourage union membership.

13.2 Upon engagement, all new Employees shall be offered an application form for their respective union membership. Upon request, the Employer will also deduct union dues from the Employee's pay.

14. UNION MEETINGS

14.1 Subject to providing satisfactory proof of their attendance, Permanent Employees are entitled to be paid for:

(a) one (1) union meeting each Calendar Year for the purpose of discussing matters affecting this Agreement.

(b) an additional two (2) meetings each Calendar Year during enterprise agreement negotiations.

14.2 Union meetings shall be called by the Secretary of the Union, who shall give the Employer such notice as is necessary in advance of such meeting as to be reasonably assured that burial and cremation work shall not be interrupted.

14.3 For the purpose of ensuring minimal disruption to burial and cremation services, union meetings must as near as possible either commence at the location's opening time, or finish at the location's closing time and shall not be held during the middle of the work day.

14.4 Employees' attendance at each union meeting must not exceed four (4) hours, including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the meeting.

15. PUBLIC HOLIDAYS

15.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day shall be Holidays.

15.2 The additional holiday otherwise applicable to Indoor Employees under the Clerical and Administrative Employees (State) Award shall not apply to Employees covered by this Agreement.

16. CLASSIFICATIONS

16.1 INSIDE EMPLOYEES

(a) Classifications are as follows (See **Schedule 2**)

- (i) Grade 1
- (ii) Grade 2
- (iii) Grade 3

16.2 OUTSIDE EMPLOYEES

(a) Classifications are as follows (See **Schedule 3**)

- (i) Grade 1
- (ii) Grade 2
- (iii) Grade 3
- (iv) Grade 4
- (v) Grade 4(a)
- (vi) Grade 5

17. WAGES

17.1 Wages shall be paid weekly. The parties have agreed that during the term of this Agreement, the pay period will change to a fortnightly pay period.

17.2 The increases specified below are operative from the first pay period commencing on or after the effective date. Wages will be increased as follows:

17.3 INSIDE EMPLOYEES

Classifications	Effective date 15.2.05 \$	Effective date 15.2.06 \$
Grade 1	585.00	600.00
Grade 2	630.00	645.00
Grade 3	700.00	715.00

17.4 OUTSIDE EMPLOYEES

Classifications	Effective date 15.2.05 \$	Effective date 15.9.05 \$	Effective date 15.2.06 \$
Grade 1	610.00	610.00	640.00
Grade 2	655.00	675.00	690.00
Grade 3	665.00	685.00	710.00
Grade 4	700.00	700.00	730.00
Grade 4a	700.00	700.00	730.00
Grade 5	700.00	750.00	800.00

- 17.5 Any over-award payments applicable to Employees under this clause are absorbed into the wage increases contained in this Agreement.
- 17.6 It is agreed that the wage increases incorporated into this Agreement are in lieu of any general national or state wage increase that may be granted by the Industrial Relations Commission or state tribunals during the life of this Agreement.
- 17.7 Part time Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38, in respect of Inside Employees, or 40 in respect of Outside Employees. Notwithstanding anything elsewhere contained in this Agreement, the provisions of this Agreement with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to Part-time Employees on a pro rata basis.
- 17.8 Casual Inside Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38, plus twenty percent (20%).
- 17.9 Casual Outside Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40, plus twenty per cent (20%).
- 17.10 Casual Employees are also entitled to pro rata holiday pay pursuant to the Annual Holidays Act 1944 (NSW) equal to 1/12th of the Employee's ordinary pay for that period of employment.

18. SHORT TERM MOVEMENT OF EMPLOYEES

18.1 Higher Duties

Subject to management approval, an Employee who is called upon to perform duties outside their usual scope or classification under this Agreement on a temporary basis for a consecutive period not less than four (4) weeks, shall be paid at least the rate which would be applicable for the time the work is performed.

18.2 Additional Travel

Employees may from time to time be required to travel to and perform work at a location other than their usual place of work.

18.3 Using Own Motor Vehicle During Work Time

Where public transport is unavailable and the Employee is required to utilise his or her private motor vehicle, the Employee will be paid a travel allowance as provided for in InvoCare's Policies and Procedures, for kilometres travelled in excess of their normal travelling distance to work. Employees will generally not be required to travel outside a fifty (50) kilometre radius of their usual place of work.

18.4 Commencing Duties at Other Locations

All Employees required to travel between their home and a location other than their usual place of work will be paid an allowance in proportion to the kilometres traveled in excess of their normal traveling distance to work, in accordance with the table below:

Excess Travelled	Kilometres	Additional Payable	Allowance
0 – 25km		\$15.00	
25 – 50km		\$20.00	
50 – 100km		\$30.00	
100 – 150km		\$40.00	
Over 150km		\$50.00	

19. SUPERANNUATION

19.1 The subject of superannuation is dealt with extensively by legislation including:

- (a) *Superannuation Guarantee (Administration) Act 1992*;
- (b) *Superannuation Guarantee Charge Act 1992*;
- (c) *Superannuation Industry (Supervision) Act 1993*;
- (d) *Superannuation (Resolution of Complaints) Act 1993*; and
- (e) Section 124 *Industrial Relations Act 1996* (NSW).

This legislation, as varied from time to time, governs the superannuation rights and obligations of the Employer and Employees.

19.2 Subject to the requirements of this legislation, superannuation contributions may be made to:

- (a) ARF (Australia Retirement Fund); or

- (b) Such other fund nominated by an Employee and approved by the Company in accordance with Section 124 of the *Industrial Relations Act 1996* (NSW).

20. RECREATIONAL LEAVE

In this clause:

“**Calendar Year**” means the relevant year commencing 1 January and ending 31 December.

- 20.1 Permanent Outside Employees are entitled to a maximum of 10 days per Calendar Year as recreational leave. Such days shall accumulate at the rate of 6.66 hours per month, commencing 1 January of the relevant Calendar Year.
- 20.2 Recreational Leave does not accrue from year to year and will not be paid out upon termination of employment.
- 20.3 Recreational Leave must be taken as agreed between the location's Operations Manager and the employees at each site. The Employer retains the discretion to ensure the roster will meet the operational requirements of the business.
- 20.4 Recreational Leave must not be taken as part of a long weekend or in conjunction with any other leave.
- 20.5 Recreational Leave may be taken for whole days only and not part of a day.

21. SICK LEAVE

- 21.1 An 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 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 ten (10) days pay for the second and subsequent years of service, provided that the Employee shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to workers' compensation.
- 21.2 The Employee shall inform the Employer prior to commencing their shift on the day of absence 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.
- 21.3 For absences of more than two (2) consecutive days, the Employee must provide suitable medical certificates. The medical certificates must be handed to the Employer by 9.00am on their day of return to work.
- 21.4 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 day an Employee has not been rostered on duty or long weekend.

21.5 Where an Employee is, without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, 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,

the Employee shall not be entitled to payment for such Holiday or Holidays.

21.6 In addition to the above, on the pay day following the first and subsequent anniversaries of employment, Outside Employees are entitled to payment of an amount for good attendance based on the amount of unused sick leave in the year immediately preceding.

- (a) Payment for the amount referred to in clause 21.6 shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the Outside Employee was employed at the end of the immediately preceding year.
- (b) Except as provided by this clause above, payment of the cash value of unused sick leave shall not be made.

21.7 For the purpose of clause 21.1 above, service before the date of coming into force of this Agreement shall be counted as service.

22. ANNUAL LEAVE

22.1 Employees are entitled to 20 days paid annual leave each year.

22.2 All annual leave must be approved by the Employer prior to commencement of the leave.

22.3 The Employer may direct an Employee to take annual leave with the giving of one month's notice.

- 22.4 Except in circumstances where annual leave is taken in advance, Inside Employees are entitled to annual leave loading at the rate of 17.5% calculated on their ordinary weekly time rate of pay.
- 22.5 An Employee may elect, with the consent of the Employer and subject to the Annual Holidays Act 1944 (NSW), to take annual leave not exceeding five (5) days in single days or part thereof, in any calendar year at a time or times agreed by the Employee and Employer.

23. LONG SERVICE LEAVE

- 23.1 Employees' entitlements to long service leave are governed by the *Long Service Leave Act 1955* (NSW).
- 23.2 The Employer may direct an Employee to take long service leave with the giving of one month's notice.

24. BEREAVEMENT LEAVE

- 24.1 An Employee, other than a casual Employee, shall be entitled to a maximum of three (3) days bereavement leave without deduction of pay on each occasion of the death of a person in Australia as prescribed in subclause (3) of this clause for the purpose of making arrangements for and/or attending a funeral.
- 24.2 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.
- 24.3 Bereavement leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of personal carers' leave as set out in *State Personal/Carer's Leave Case August 1996 Clause 22(l)(c)(ii)*, provided that, for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.
- 24.4 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.
- 24.5 Bereavement leave may be taken in conjunction with other leave available under the *State Personal/Carer's Leave Case August 1996 Clause 22* subclauses (2), (3), (4), (5) and (6). In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

25. PARENTAL LEAVE

- 25.1 Employees' entitlements to adoption leave, maternity leave and paternity leave are governed by the *Industrial Relations Act 1996* (NSW).

26. PERSONAL CARER'S LEAVE

26.1 Use of sick leave

- (a) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in 26.1(c) 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 21 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) An Employee must, 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.
 - (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.

For the purposes of this paragraph:

'relative' means a person related by blood, marriage or affinity;

'affinity' means a spouse because of relationship marriage that one has blood relatives of the other: and

'household' means a family group living in the same domestic dwelling.

- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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.

26.2 Unpaid Leave for Family Purpose

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 26.1(c) above.

27. INOCULATIONS

- 27.1 Employees will receive from a qualified Medical Practitioner inoculations where necessary for health and safety at work, as directed by the Employer.
- 27.2 Such inoculations shall take place during working hours at the Employer's expense, and may include (but not be limited to) injections for Anti-Tetanus, Hepatitis A and Hepatitis B.

28. EXHUMATIONS AND VAULT TRANSFERS

Exhumation means the removal of Human Remains from a burial site filled with soil.

Vault Transfer means the removal of Human Remains from a Vault, Crypt or Tomb to another Vault, Crypt or Tomb.

- 28.1 Exhumations and Vault Transfers may be performed by Outside Employees subject to the conditions as detailed and agreed to between the parties set out below.
 - (a) Voluntary basis only.
 - (b) Employee to be inoculated and in a general state of good health.
 - (c) Strict observation by Employees of any guidelines as set down by the Department of Health (Plan of Management).

- (d) Counselling to be made available for all Employees.
- (e) Not less than four (4) Employees to be engaged on any Exhumation where the remains have been buried for a period of between (15) days and seven (7) years.
- (f) Not less than (3) Employees to be engaged on any other Exhumation.
- (g) For the Exhumation of infants and children where the child is under five (5) years of age, irrespective of the time buried two (2) Employees to be engaged only.
- (h) All Employees engaged on an Exhumation shall fully participate in the removal of the human remains from the burial site, including entering the burial site on a rotating basis.
- (i) Cemetery Employees in a carrying out Exhumations shall place all human remains into a body bag before handing those remains over to the Funeral Director.
- (j) An allowance of four hundred and fifty dollars (\$450.00) per Employee per body exhumed from a burial site is payable.
- (k) Cemetery Employees engaged in a Vault Transfer shall be paid ninety dollars (\$90.00) per Employee per body transferred.
- (l) Where a Funeral Director is engaged to carry out a Vault Transfer, only one (1) cemetery Employee shall be required.
- (m) Where a Vault Transfer is carried out by cemetery Employees, the following manning levels shall apply:
 - (i) where human remains are encased in a Lead Liner - not less than six (6) Employees shall be required;
 - (ii) where human remains are encased in a Zinc Liner - not less than four (4) Employees shall be required.

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

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

29. RESTRICTIVE WORK PRACTICES

29.1 Alternative Delivery Arrangements

Transportation of deceased shall be permitted by van and/or hearse and deliveries shall be accepted through chapel or other appropriate entrances.

29.2 Holding of Bodies

Consistent with legislation, bodies are permitted to be held for up to forty-eight (48) hours prior to the service and cremation.

29.3 Single Person Transfers

- (a) Upon delivery of deceased persons, the Employer may allocate one (1) Outside Employee of Grade 4 or above (or in the case of the Company's operations located at Beresfield, Ryhope, Lakeside or Tweed Heads – an employee of Grade 3 or above) to assist the Funeral Director with the unloading of such deceased persons from a transfer vehicle.
- (b) At all locations, upon delivery of deceased persons, the Employer may allocate one (1) Outside Employee of Grade 3 or above to assist the Funeral Director with the unloading of such deceased persons from a transfer vehicle at the rear of the crematorium.

29.4 Burial and Cremation Work

- (a) Burial and cremation work shall not take place on New Years Day, Australia Day, Good Friday, Anzac Day and Christmas Day.
- (b) Burial and cremation work shall not take place on Sundays.

30. DRUG AND ALCOHOL TESTING

During the life of this Agreement random testing for drugs and alcohol will be introduced to ensure the health and safety of all Employees and visitors of the Company.

31. JURY SERVICE

- 31.1 When an Employee is required to attend for Jury Service, the Employee must notify the Employer as soon as possible prior to the date upon which the Employee is required to attend for Jury Service. Furthermore, the Employee must provide 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.
- 31.2 An Employee required to attend for Jury Service during his/her ordinary working hours, Monday to Friday, inclusive, shall be reimbursed 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 the Employee would have received in respect of his/her ordinary hours of work per day the Employee would have worked had the Employee not been on Jury Service.

- 31.3 Where an Employee who has been called to attend for Jury Service is discharged, the Employee shall return to their 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, the Employer is not liable to make up the difference in wages and fares as provided for in 31.2 above.

32. TERMINATION OF EMPLOYMENT

- 32.1 Employment may be terminated by the employer or Employee providing notice as follows (the *Notice Period*):

- | | | |
|-----|-----------------------------------------------|-----------------|
| (a) | 120 days up to one (1) year of service | 1 weeks' notice |
| (b) | Between one (1) and three (3) years' service | 2 weeks' notice |
| (c) | Between three (3) and five (5) years' service | 3 weeks' notice |
| (d) | More than five (5) years' service. | 4 weeks' notice |

- 32.2 The Notice Period 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 with the Employer.

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

- 32.4 New Employees undertaking a one hundred and twenty (120) day probationary period may resign, or Management can terminate their employment without any notice.

33. REDUNDANCY

- 33.1 Discussions Before Termination

- (a) Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing, to be 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 must 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 clause 33.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the termination and measures

to mitigate any adverse effects of any termination on the Employees concerned.

- (c) For 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 termination including the reasons for the proposed termination, the number and categories of Employees likely to be affected, the number of Employees normally employed and the period over which the terminations are likely to be carried out. The Employer shall not be required to disclose confidential information if the disclosure is adverse to the Employer's interests.

33.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 33.1(a) the Employee shall be entitled to the same period of notice of transfer as the Employee 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 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' notice still owing.

33.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 32, an Employee whose employment is terminated for reasons set out in clause 33.1(a) 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
2 years but less than 3 years	7 weeks
3 years but less than 4 years	10 weeks
4 years but less than 5 years	12 weeks
5 years but less than 6 years	14 weeks
6 years and over	16 weeks

Where an Employee is 45 years old or over, the entitlement is 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
2 years but less than 3 years	8.75 weeks
3 years but less than 4 years	12.5 weeks
4 years but less than 5 years	15 weeks
5 years but less than 6 years	17.5 weeks
6 years and over	20 weeks

33.4 Employees Leaving During the Notice Period

An Employee whose employment is terminated for reasons set out in clause 33.1(a) may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had the Employee remained with the Employer until the expiry of such notice, however, the Employee shall not be entitled to payment in lieu of notice.

33.5 Alternative Employment

The Employer is not obliged to pay an Employee severance pay where the Employer is able to provide, or locate for the Employee, acceptable alternative employment.

33.6 Time Off During the Notice Period

- (a) During the Notice Period , an Employee shall be allowed one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been permitted to take paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

33.7 Notice to Centrelink

Where a decision has been made to terminate an Employee in the circumstances outline in clause 33.1(a) the Employer shall notify Centrelink as soon as possible, giving relevant information including the number and categories of Employees likely to be affected and the period over which the termination are intended to be carried out.

33.8 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, the Employee shall only receive under clause 33.3 the difference between the severance pay specified in that subclause and the amount of Superannuation benefit the Employee received which is attributed to Employer contributions only.

33.9 Employees With Less Than One Year of Service

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

33.10 Employees Exempted

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

33.11 Incapacity to Pay

The 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.

34. TRANSMISSION OF BUSINESS

- (a) Where the business of the Employer is transmitted to another company ("the Transmittee"), an Employee who at the time of such transmission was an Employee of the Employer in that business becomes an employee of the Transmittee and:
 - (i) the continuity of the employment and the service of the Employee shall be deemed not to have been broken by reasons of such transmission; and
 - (ii) the period of service which the Employee has had with the Employer or any prior transmittor shall be deemed to be service of the Employee with the Transmittee; and
 - (iii) the Employee shall not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transmission of business.
- (b) In this clause "**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. DISPUTES PROCEDURE

35.1 Resolution of industrial disputes shall be in accordance with the following procedural steps:

35.2 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.

35.3 Procedures for a Dispute *Between the Employer and an 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.

36. FIRST-AID ALLOWANCE

- 36.1 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 St. John's Ambulance or similar body) shall be paid an allowance of fifteen dollars (\$15.00) per week if the Employee is appointed by the Employer to perform first-aid duty.
- 36.2 A first aid allowance of fifteen dollars (\$15.00) is incorporated into the rate of a Grade 5 to recognise their requirement to act as dedicated first aid officers.

37. CASUAL EMPLOYEES - EXCLUSION CLAUSE

- 37.1 Unless otherwise expressly provided for in this Agreement, the following clauses shall not apply to Casual Employees: 15 - Public Holidays, 18 - Short Term Movement of Employees, 20 - Recreational Leave, 21 - Sick Leave, 22 - Annual Leave, 23 - Long Service Leave, 24 - Bereavement Leave, 25 - Parental Leave, 26 - Personal Carer's Leave, 31 - Jury Service, 32 - Termination of Employment, and 33 – Redundancy.

38. NO EXTRA CLAIMS

- 38.1 The company and the union agree that there will be no extra claims on any matters that could be covered by this Agreement for the life of this Agreement.

39. SIGNATORIES

Signed for and on behalf of InvoCare Australia Pty Limited

NAME:.....

TITLE:

SIGNATURE:

DATE :.....

WITNESSED BY:

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

NAME:.....

TITLE:

SIGNATURE:

DATE:

WITNESSED BY:

Schedule 1

SITES TO BE COVERED BY THIS ENTERPRISE AGREEMENT

Rookwood Memorial Gardens and Crematorium	Lidcombe
Northern Suburbs Memorial Gardens and Crematorium	North Ryde
Pinegrove Memorial Park	Eastern Creek
Forest Lawn Memorial Park	Leppington
Castlebrook Memorial Park	Rouse Hill
Tweed Heads Memorial Gardens	Tweed Heads
Lakeside Memorial Park	Dapto
Lake Macquarie Memorial Park	Ryhope

Newcastle Memorial Park	Beresfield
Lung Po Shan Information Centre	Sydney
Po Fook Shan Information Centre	Cabramatta

Schedule 2

INSIDE EMPLOYEES

1. GRADE 1

1.1 A Grade 1 position is described as follows:

- (a) Works under direct supervision with regular checking of progress.
- (b) Applies knowledge and skills to a limited range of tasks. Usually, work will be performed within routines, methods and procedures where some discretion and judgment is required.

1.2 Indicative tasks of a Grade 1 position are:

- (a) Prepare new files; identify and process inactive files; record documentation movements.
- (b) Co-ordinate reception and respond to telephone, oral and written requests for information, draft routine correspondence, handle sensitive inquiries with tact and discretion and perform general mailing duties.
- (c) Clarify specific needs of client/other Employees; provide information and advice follow-up on client/Employee needs, identify options for resolution and act accordingly.
- (d) Co-ordinate own work routine with others; make and record appointments on behalf of others.
- (e) Compliance with and support of the Company's Occupational Health & Safety (Injury Management System), including appropriate record keeping.
- (f) Any other duties within the Employee's skill and capability.

2. GRADE 2

2.1 A grade 2 position is described as follows:

- (a) May be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (b) Applies competencies within routines, methods and procedures where discretion and judgment are required, for both self and others.

2.2 Indicative tasks of a Grade 2 position are:

- (a) All of the tasks of a Grade 1 classification.
- (b) Data entry, receive and process requests for information and compose reports/correspondence.
- (c) Provide information on current service provision and resource allocation within area of responsibility.
- (d) Manage diary, appointments and Funeral Director bookings.
- (e) Plaque ordering and ensuring timely receipt of plaques, management of accounts including maintenance of debtor accounts and collection of outstanding debts.
- (f) Ensure accuracy of all information for burial and cremation services.
- (g) Compliance with and support of the Company's Occupational Health & Safety (Injury Management System), including appropriate record keeping.
- (h) Any other duties within the Employee's skill and capability.

3. GRADE 3

3.1 A Grade 3 position is described as follows:

- (a) May be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (b) Applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

3.2 Indicative tasks of a Grade 3 position are:

- (a) All of the tasks of a Grade 2 classification.

- (b) Co-ordinate and provide training and supervision for other staff.
- (c) Organise meetings and events.
- (d) Place job vacancy advertisements; assist in the selection of staff; plan and allocate work for the team; and monitor team performance.
- (e) Deal with complaints and enquiries in a sensitive manner.
- (f) Administer PAYE salary records; process payment of wages and salaries and prepare payroll data.
- (g) Management, support of and compliance with the Company's Occupational Health & Safety (Injury Management System), including appropriate record keeping.
- (h) Any other duties within the Employee's skill and capability.

Schedule 3

OUTSIDE EMPLOYEES

1. GRADE 1

An Employee at this level will:

- (a) be a general hand on probation.
- (b) perform the duties of a Grade 2 under supervision at all times.
- (c) not undertake any burial or cremation activity.

2. GRADE 2

- (a) An Employee will be promoted to this level following successful completion of probation.
- (b) General garden maintenance which includes mowing with all types of mowers, both industrial and domestic.
- (c) Use of all garden equipment, eg: whipper snippers, blowers, pruners, pumps, tractors, trailers, spray units, and any other garden equipment without exception.
- (d) General work in the Cemetery: includes the back fill of burial sites by hand or by machine under supervision, removal of dirt, turving and top dressing of burial sites. Setting up of equipment, eg: lowering devices, chapels and

chairs. Preparation, placement and trimming of all plaques and memorials. Preparation and completion of burial vaults and crypts.

- (e) Assisting in the lowering of caskets if necessary. Assisting in placement and lowering of burial vaults if necessary. Cleaning and basic maintenance of all machinery and work areas to be maintained on a regular basis.
- (f) Use of hand tools, including power drills, pitchforks, electric saws, chain saws, garden tools and generators.
- (g) Read and interpret work sheets and instructions relating to plant and equipment and safety related matters.
- (h) Cleaning of Chapels and Chapel surrounds. Preparation for cremation, eg: removal of casket from catafalque, cremation of Human Remains and preparation of the ashes.
- (i) Preparation and placement of all memorials and maintenance of these memorials in the Park.
- (j) Compliance with and support of the Company's Occupational Health & Safety (Injury Management System), including appropriate record keeping.
- (k) Any other duties within the Employee's skill and capability.

3. GRADE 3

- (a) Able to perform all duties associated with a Grade 2 classification.

BURIAL DUTIES

- (b) Dig and backfill burial sites by hand or mechanical equipment. Appropriate licences required.
- (c) Maintain burial sites in a presentable state at all times and be able to understand survey and written instructions regarding the digging of burial sites, placement of plaques and/or memorials.
- (d) Able to locate burial sites for burials from written instructions and maps.

CREMATION DUTIES

- (e) Cremator operators to understand all paperwork required to complete Cremations and all Cremations to be carried out in a dignified manner. Cremation areas to be kept absolutely clean at all times. All cremated remains to be labelled with correct identification and engraved with a number.

- (f) All procedures required for preparation of cremation and all work to complete cremation of Human Remains, including removing the casket from the catafalque, removing flowers and fittings if necessary and engraved nameplate to remain with cremated remains.
- (g) Keeping of all cremation records and placements or cremated remains and/or posting, collection and miscellaneous paperwork as required.

GENERAL

- (h) Proper maintenance of all machinery, mowers, whipper snippers, pumps, vacuums and blowers when the Company has provided the appropriate training for the Employee.
- (i) Compliance with and support of Occupational Health and Safety (Injury Management System), including appropriate record keeping including appropriate record keeping.
- (j) Any other duties within the Employee's skill and capability.

4. GRADE 4

- (a) Able to perform all duties associated with Grade 3 classification.
- (b) Required to hold and utilise a specific trade licence and/or skills which would otherwise be required to be performed by an external contractor.
- (c) Compliance with and support of the Company's Occupational Health & Safety (Injury Management System), including appropriate record keeping.
- (d) Any other duties within the Employee's skill and capability.

5. GRADE 4(a) [concierge]

- (a) Application of problem solving skills, apply initiative and maintain timetables for all funeral teams.
- (b) Handle sensitive circumstances in a non judgmental manner involving grieving people, their values beliefs and their expressions of grief.
- (c) Possess the physical strength to meet the lifting and other heavy duty demands of the job, including assisting Funeral Directors to unload and carry; assisting in funeral services, and single person collection of deceased from Funeral Director's premises.
- (d) Competent administrative and customer service skills.
- (e) Possess and apply excellent interpersonal, written and oral communication skills.
- (f) Identify responsibilities with client service and deliver client service.
- (g) Compliance with and support of Occupational Health and Safety (Injury Management System), including appropriate record keeping.
- (h) Any other duties within the Employee's skill and capability.

6. GRADE 5

- (a) Able to perform all duties associated with Grade 4 and 4(a) classification.
- (b) Responsible for preparation and interpretation of burial site surveys.
- (c) Responsible for supervision of other staff and the preparation and allocation of work.
- (d) Compliance with and management of Occupational Health and Safety (Injury Management System), including appropriate record keeping.
- (e) Any other duties within the Employee's skill and capability.