

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/48

I.R.C. NO: 97/185

DATE APPROVED/COMMENCEMENT: 21 February 1997, commences from 1st pay period on or after 21 February 1997

TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** Replaces EA95/531

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 21

TITLE: Manning Funeral Home Pty Ltd Enterprise Agreement, 1996

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Grade 1, Grade 2, Grade 3

PARTIES: Manning Funeral Home Pty Ltd and The Funeral and Allied Industries Union of New South Wales Branch.

MANNINGS FUNERAL HOME PTY. LTD.

ENTERPRISE AGREEMENT, 1996.

Registered
Enterprise Agreement
Industrial Registrar

Industrial Commission

Cor-Glynn, J.

IRC97/185

endorsed by Field Ex. 2

21/2/97
Associate.

An ENTERPRISE AGREEMENT made this 13th day of January, 1997, in accordance with the provisions of Part 2, Chapter 2, of the New South Wales Industrial Relations Act, 1996, between Mannings Funeral Home Pty. Ltd. located at 87 Victoria Road, Rozelle, 2087. and the Funeral and Allied Industries Union of New South Wales.

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

It is agreed by the parties as follows:

1. TITLE OF THE AGREEMENT.

This Agreement shall be known as the Mannings Funeral Home Pty. Ltd. Enterprise Agreement, 1997.



2. ARRANGEMENT.

- 30. Adoption Leave.
- 27. Annual Leave.
- 2. Arrangement.
- 29. Bereavement Leave.
- 21. Carrying of Coffins/Caskets.
- 11. Casual Employees.
- 17. Classifications.
- 22. Daily Mileage.
- 6. Date and Period of Operation.
- 3. Definitions.
- 23. Descriptions.
- 37. Disputes Procedure.
- 7. Duress.
- 24. Embalming.
- 19. Funeral Vehicles.
- 8. Hours.
- 34. Jury Service.
- 28. Long Service Leave.
- 31. Maternity Leave.
- 10. Meal Break.
- 14. Meal Money.
- 40. No Extra Claims.
- 12. Overtime.
- 32. Paternity Leave.
- 33. Personal Carer's Leave.
- 5. Purpose of the Agreement.

- 39. Quality Commitment.
- 26. Recreational Leave.
- 36. Redundancy.
- 13. Rest after Early Morning Work.
- 9. Rest Pause.
- 16. Saturday and Sunday - Funeral Work.
- 4. Scope of the Agreement.
- 25. Sick Leave.
- 41. Signatories.
- 38. Staff Counselling.
- 35. Termination of Employment.
- 1. Title of the Agreement.
- 20. Uniforms.
- 18. Wages.
- 15. Work on Public Holidays.



3. DEFINITIONS.

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

"Agreement" shall mean the Mannings Funeral Home Pty. Ltd. Enterprise Agreement, 1997.

"Employee" or "Employees" shall mean a person or persons employed by Mannings Funeral Home Pty. Ltd.

"Employer" shall mean Mannings Funeral Home Pty. Ltd.

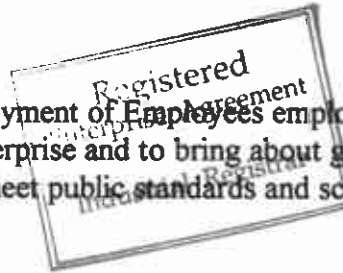
"the Act" shall mean the New South Wales Industrial Relations Act, 1996.

4. SCOPE OF THE AGREEMENT.

This Agreement shall apply to all Employees(as identified in Clause 18) of the Employer.

5. PURPOSE OF THE AGREEMENT.

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

**6. DATE AND PERIOD OF OPERATION.**

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

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

8. HOURS.

8.1. The ordinary hours of work for all permanent Employees shall not exceed forty hours (40) per week, worked as eight (8) continuous hours each, Monday to Friday, inclusive, between the hours of 6.30am and 6.30pm.

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

9. REST PAUSE.

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

10. MEAL BREAK.

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

11. CASUAL EMPLOYEES.

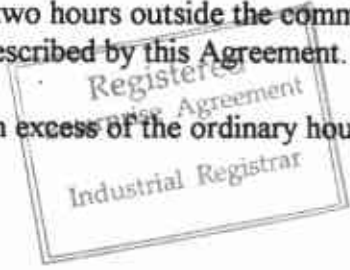
The hours of work for a Casual Employee shall be not less than four (4) hours per day Monday to Friday, inclusive, worked between the hours of 6.30am and 6.30pm.

12. OVERTIME.

In addition to Wages as set out in Clause 19 of this Agreement, all Employees shall be paid in accordance with the following provisions:

(i) (a) TIME AND ONE HALF

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

**(b) DOUBLE TIME.**

- (1) Sunday for all time worked between 7.00am and 10.00pm.
- (2) Monday to Friday, inclusive, for all time worked two hours after the ordinary ceasing time.
- (3) Saturday for all time worked from midnight Friday to 7.00am Saturday on all work and after the first two hours of work on a Saturday morning, for hours in excess of ordinary hours as prescribed by this Agreement

(c) DOUBLE TIME AND ONE HALF.

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

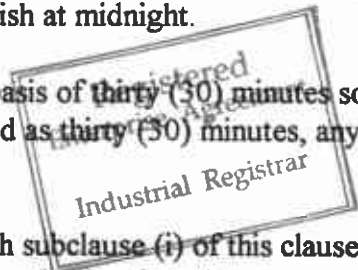
(d) TREBLE TIME.

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

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(2) For all time worked between 10.00pm and midnight on a Holiday.

- (ii) (a) An Employee called upon to work overtime within paragraphs (b)(c)(d) of subclause (i) of this clause, shall, if he/she works less than two hours be paid for a minimum of two hour's work at the appropriate rate.
- (b) An Employee shall, in relation to all functions of his/her classification make himself/herself available to work reasonable overtime to meet the needs of the Employer having regard to the nature of the Industry.
- (c) An Employee engaged on Saturday morning for Funeral work shall be paid for a minimum of four (4) hours at the appropriate rate. Such Employee may be required to perform mixed functions or any of the duties of his/her classification, during such four hour period.
- (d) For the purposes of the performance of overtime work on Saturday mornings the Employees located at an establishment of the Employer shall arrange a roster amongst themselves and with the approval of the Employer, to ensure that the minimum requisite number of Employees required by the Employer such occasions shall be available for each Saturday if such overtime eventuates.
- (iii) Each day shall be deemed to commence at midnight and finish at midnight.
- (iv) In computing overtime, the rate shall be calculated on the basis of thirty (30) minutes so that any portion of one half hour being less than one half hour shall be reckoned as thirty (30) minutes, any period of ten (10) minutes or less to be disregarded.
- (v) An Employee, recalled to work overtime in accordance with subclause (i) of this clause after leaving the Employer's premises, whether notified before or after leaving the Employer's premises shall be paid for a minimum of two (2) hours at the appropriate overtime rate for each time the Employee is so recalled.
- (vi) Stand-by An Employee who is required by the Employer to be available for recall to work after ordinary hours shall be paid the following allowances for standing by.



Monday to Friday	\$ 10.00
Saturday and Sunday	\$ 20.00
Public Holidays	\$ 25.00

13. REST AFTER EARLY MORNING WORK.

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

14. MEAL MONEY.

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

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15. WORK ON PUBLIC HOLIDAYS.

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

16. SATURDAY AND SUNDAY - FUNERAL WORK.

Funeral work shall not be permitted on a Saturday afternoon or on a Sunday which commence before 12 mid-day on a Saturday. Engagements for Saturday Funerals shall not commence later than 9.00am.



17. CLASSIFICATIONS.

Classifications are as follows:

Grade 1, Grade 2, Grade 3. (see Annexure "A").

18. WAGES.

The base rates for the following classifications are as follows:

18.1. Classification	\$ Base Rate Per Week.
Grade 1	\$ 470.00
Grade 2	\$ 520.00
Grade 3	\$ 570.00

- 18.2. A new full time Employee may be employed by the Employer in a Grade 1, Grade 2 or a Grade 3 Classification
- 18.3. A Grade 1 Employee will remain on a Grade 1 Classification for sixty (60) days only after which the Employee will become a Grade 2 Classification.
- 18.4. Six (6) months after ratification of this Agreement, fifteen dollars (\$15.00) shall be added to all base rates as outlined in 19.1

JM [Signature]

18.5. Twelve (12) months after ratification of this Agreement a further fifteen dollars (\$15.00) shall be added to all base rates of pay.

18.6. A Casual Employee is one engaged and paid as such. Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40, plus 15 per cent (15%). Casual Employees shall also be entitled to 1/12 Pro Rata Holiday pay pursuant to the Annual Leave Act, 1944, with a minimum payment of four (4) hours for work done on a Monday to Friday during the ordinary hours as set by this Agreement.

At all other times for Casual Employees, the overtime provisions as set out in Clause 12 of this Agreement shall apply.

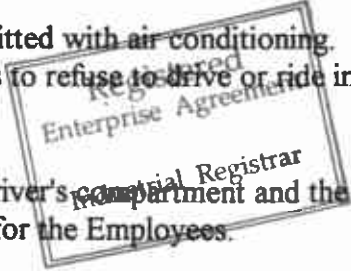
A Casual Employee may be employed by the Employer under a Grade 2 or Grade 3 Classification.

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

19. FUNERAL VEHICLES.

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

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



20. UNIFORMS.

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

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

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

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

20.5. Casual Employees shall provide and maintain their own uniforms.

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21. CARRYING OF COFFINS/CASKETS.

- 21.1. Not less than two (2) Employees shall be employed on the Funeral, Removal or loading or unloading of a coffin/casket containing the body of a deceased person over five (5) years of age; not less than three (3) Employees shall be employed on the Funeral, Removal, loading or unloading of a coffin/casket containing the body of a deceased person over twelve (12) years of age; provided that not less than four (4) Employees shall be employed on the Funeral, Removal loading or unloading of a deceased person contained in a rectangular American type casket where the inside length of the casket exceeds 1.67 metres or the inside width exceeds 508mm and on the Funeral, Removal, loading or unloading of a coffin/casket containing a deceased person so heavy as reasonably to require an additional Employee, provided that where a Removal is carried out by means a stretcher, only two (2) Employees shall be employed.

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

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

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

22. DAILY MILEAGE.

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

**23. DESCRIPTIONS.**

- 23.1. **Funeral** - shall mean the conveying of a casket/coffin containing a body of a deceased person from any place direct to a cemetery or Crematorium for the purpose of interring or cremating the Remains.
- 23.2. **Coffin/Casket** - without limiting its general meaning, shall include any coffin/casket irrespective of the material used in its construction and manufactured for the purpose of the removal, cremation or interment of a deceased person.
- 23.3. **Removal** - shall mean the conveying of a deceased person from one place to another, other than for the purpose of interment, cremation or entombment.

24. EMBALMING.

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

25. SICK LEAVE.

25.1. 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 ten (10) 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.

25.2. 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.

25.3. He/She shall furnish to the Employer such evidence as the Employer may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a Doctor's Certificate shall not be required for the first single day's absence in each sick leave year.

Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a Recreational Day Off.

Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:

25.3.1. a Holiday or Holidays as defined by this Agreement, **OR**

25.3.2. a period of Annual Leave during which a Holiday or Holidays occur as defined by this Agreement;

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

25.4. **25.4.1.** 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 immediately preceding year.

Provided that this amount shall not exceed ten (10) days at any one Anniversary.

25.4.2. Payment for the attendance bonus shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the Employee was employed at the end of the immediately preceding year.

25.5. Except as provided by 25.4. above, payment of the cash value of unused sick leave shall not be made.

25.6. For the purpose of 25.1. above, service before the date of coming into force of this Agreement shall be counted as service.

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26. RECREATIONAL LEAVE.

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

27. ANNUAL LEAVE.

See Annual Leave Act, 1944.

28. LONG SERVICE LEAVE.

See Long Service Leave Allowance, 1955.

29. BEREAVEMENT LEAVE.

29.1. A full time or part time Employee shall be entitled to up to three (3) consecutive days (if death has occurred overseas - 1 additional day) paid Bereavement Leave on each occasion to attend a funeral or for matters related to the death of a person prescribed in 29.3. below.

29.2. Such leave shall apply whether the death occurred within Australia or overseas and may be taken in conjunction with other available leave with the agreement of the Employer.

29.3. Without limiting the application, Bereavement Leave shall be available to the Employee in respect to the death of a person in any of the following categories:



29.3.1. Immediate family member, including: parents, siblings, husband, wife, de facto partner, parents-in-law.

29.3.2. Extended family members including: niece, aunt, uncle, cousin.

29.3.3. same sex partner. **and:**

parent also means, - step parent, foster parent.
husband/wife also means - separated/divorced husband or wife.
sibling also means - step-siblings/adopted siblings, fostered siblings.

29.4. The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required, provide proof of death being either a Statutory Declaration or Death Certificate.

29.5. Where an Employee requests other available leave to be taken in conjunction with Bereavement Leave, the Employer shall grant such leave where it is reasonable to do so, having regard to the circumstances and needs of the Employer.

30. ADOPTION LEAVE.

See Industrial Relations Act, 1996.

31. MATERNITY LEAVE.

See Industrial Relations Act, 1996.

32. PATERNITY LEAVE.

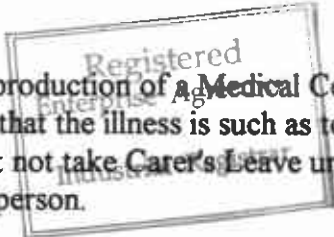
See Industrial Relations Act, 1996.

33. PERSONAL CARER'S LEAVE.

33.1. Use of Sick Leave.

33.1.1. An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 33.1.3. (ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current sick leave entitlement, provided for at Clause 25 of this Agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken part of a single day.

33.1.2. 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.



33.1.3. 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 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**

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(e) a Relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

- (1) 'relative' means a person related by blood, marriage or affinity;
- (2) 'affinity' means a relationship that one spouse because of marriage has blood relatives of the other; and
- (3) 'household' means a family group living in the same domestic dwelling.

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

33.2. Unpaid Leave for Family Purpose.

33.2.1. An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in 33.1.3. (ii) above who is ill.

33.3. Annual Leave.

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

33.4. Time Off in Lieu of Payment for Overtime.

33.4.1. 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 within twelve (12) months of the said election.

33.4.2. 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.

33.4.3. If, having elected to take time as leave in accordance with paragraph 33.4.1. above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

33.4.4. Where no election is made in accordance with 33.4.1., the Employee shall be paid overtime rates in accordance with this Agreement.

34. JURY SERVICE.

34.1. When an Employee is required to attend for Jury Service he/she shall notify the Employer as soon as possible prior to the date upon which he/she is required to attend for Jury Service. Furthermore, the Employee shall give to the Employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such Jury Service including any amount received in respect of fares.

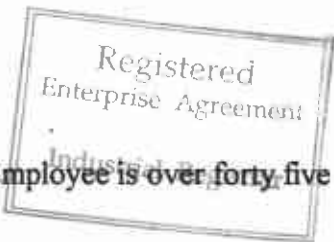
34.2. An Employee required to attend for Jury Service during his/her ordinary working hours, Monday to Friday, inclusive, shall be re-imbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wages he/she would have received in respect of his/her ordinary hours of work per day he/she would have worked had he/she not been on Jury Service, together with the difference between the amount received and the actual expenditure for fares and travelling to and from the court.

34.3. Where an Employee who has been called to attend for Jury Service is discharged he/she shall return to his/her work place of employment during working hours to complete the shift for the day. If the Employee is able to return to work during his/her ordinary working hours but fails to so return, then the Employer will not be liable to make up the difference in wages and fares as provided for in subclause (34.2) of this clause.

35. TERMINATION OF EMPLOYMENT.

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

- | | |
|--|---|
| <ul style="list-style-type: none"> * 60 days up to one (1) year of service. * between one (1) and three (3) years service. * between three (3) and five (5) years service * over five (5) years service. | <ul style="list-style-type: none"> 1 weeks notice 2 weeks notice 3 weeks notice 4 weeks notice. |
|--|---|



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

By mutual agreement these terms may be waived.

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

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

36. REDUNDANCY.

36.1. Discussions before Termination.

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected and notify the Union.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of (36)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measure to avoid or minimise the terminations and measures to mitigate any adverse effect of any termination on the Employees concerned.

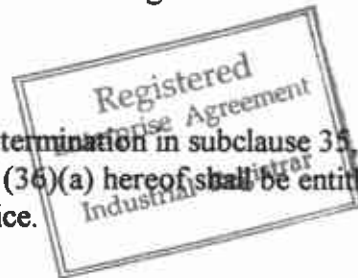
(c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

36.2. Transfer to lower paid duties.

Where an Employee is transferred to lower paid duties for reasons set out in subclause (36)(a) hereof the Employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment has been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

36.3. Severance Pay.

In addition to the period of notice prescribed for ordinary termination in subclause 35, an Employee whose employment is terminated for reasons set out in subclause (36)(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 Employees is 45 years old or over, the entitlement shall be in accordance with the following scale:

Period of continuous service

Severance Pay - 45 years and over.

Less than 1 year	NIL
1 year but less than 2 years	5 weeks pay
2 years but less than 3 years	8.75 weeks pay
3 years but less than 4 years	12.5 weeks pay
4 years but less than 5 years	15 weeks pay
5 years but less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

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

36.4. Employees leaving during the notice period.

An Employee whose employment is terminated for reasons set out in subclause (36)(a) hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had he/she remained with the Employer until the expiry of such notice. Provided that in circumstances the Employee shall not be entitled to payment in lieu of notice.

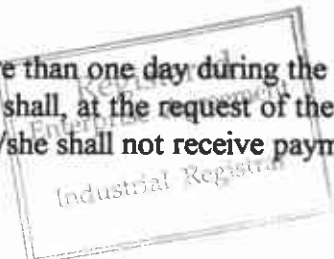
36.5. Alternative Employment.

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.

36.6. Time off during the notice period.

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

For this purpose a statutory declaration will be sufficient.



36.7. Notice to Commonwealth Employment Service.

Where a decision has been made to terminate Employees in the circumstances outline in subclause (36)(a) hereof, the Employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

36.8. Superannuation Benefits.

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

36.9. Transmission of Business.

- (a) Where a business is before, on or after the date of this Agreement, transmitted from an Employer (the "transmittor") to another Employer (the "transmittee") and an Employee who at the time of such transmission was an Employee of the transmittor 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.

36.10. Employees with less than one years service.

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

36.11. Employees exempted.

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

36.12. 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.



37. DISPUTES PROCEDURE.

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

37.1. Procedures relating to grievances on individual Employees:

- 37.1.1. 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.
- 37.1.2. 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.
- 37.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
- 37.1.4. 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 proposed remedy.
- 37.1.5. While a procedure is being followed, normal work must continue.
- 37.1.6. The Employees may be represented by an Industrial Organisation of Employees.

37.2. Procedures for a dispute between Employer and Employee:

- 37.2.1.** 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.
- 37.2.2.** Reasonable time limits must be allowed for discussion at each level of authority.
- 37.2.3.** While a procedure is being followed, normal work must continue.
- 37.2.4.** 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 purpose of each procedure.

38. STAFF COUNSELLING.

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

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

39. QUALITY COMMITMENT.

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority. Mannings Funeral Home Pty Ltd/s aims and the long term job security of its staff are to be assured.

All Employees are committed to supporting the concept of quality improvement and will be encouraged to continue to identify and introduce their own ideas and suggestions.

A means of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis at Mannings Funeral Home Pty. Ltd. as an essential component of a long term career in the Funeral Industry.

40. NO EXTRA CLAIMS.

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



41. SIGNATORIES.

Signed on behalf of Mannings Funeral Home Pty. Ltd.

NAME: JOHN MANNINGS

TITLE: DIRECTOR

SIGNATURE: [Signature]

DATE: 14.1.1997.

WITNESSED BY:

NAME: CHRISTINE MANNING

TITLE: DIRECTOR

SIGNATURE: [Signature]

DATE: 14.1.1997



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

NAME: JAN FIELD

TITLE: VICE PRESIDENT

SIGNATURE: Field.

DATE: 14.1.97.

WITNESSED BY:

NAME; Traci Jones

TITLE: Ms.

SIGNATURE: [Signature]

DATE: 14.1.97

"A"

AN EMPLOYEE SHALL CARRY OUT ALL DUTIES AS DIRECTED BY THE EMPLOYER WHICH ARE WITHIN THE LIMITS OF THE EMPLOYEE'S SKILL, COMPETENCE AND TRAINING.

GRADE 1 Means a weekly Employee who for the first 60 days of employment works under supervision of Grade 2 or a Grade 3 Employee. To test suitability a Grade 1 Employee may be requested to carry out any duties associated with gradings of this Agreement.

GRADE 2 Shall mean a weekly Employee who shall be capable of carrying out any duty necessary to be performed with removal work, funeral work, non-invasive body preparation work and general duties in and around the funeral home.

GRADE 3 Shall mean a weekly Employee who shall be capable of all duties associated with Grade 2 together with, co-ordination work and minor invasive body preparation.

