

ENTERPRISE AGREEMENT

NO: E.A. 123 /1995

DATE REGISTERED: 11-4-95

PRICE: \$ 14-00

JAMES MURRAY FUNERAL DIRECTORS PTY. LTD.

ENTERPRISE AGREEMENT, 1995.

Filed with the Industrial Registrar on

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An ENTERPRISE AGREEMENT made this 21st day of February, 1995, in accordance with the provisions of Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 between James Murray Funeral Directors Pty. Ltd. located at 25-27 Belford Street, Broadmeadow, 2292 and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees pursuant to the Funeral Industries (State) Award to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT.

This Agreement shall be known as the James Murray Funeral Directors, Pty. Ltd. Enterprise Agreement, 1995.

2. ARRANGEMENT.

1. Title of Agreement.
2. Arrangement.
3. Definitions.
4. Scope of the Agreement.
5. Purpose of the Agreement.
6. Date and Period of Operation.
7. Relationship to Parent Award.
8. Duress.
9. Sick Leave.
10. Hours.
11. Flexibility of Starting Time.
12. Rostered Days Off.
13. Concessional Day.
14. Union Meetings.
15. Holidays.
16. Wages.
17. No Extra Claims.
18. Disputes Procedure.
19. Signatories.

3. DEFINITIONS.

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

"Agreement" shall mean the James Murray Funeral Directors Pty. Ltd. Enterprise Agreement, 1995.

"Employee" or "Employees" shall mean a person or persons employed by James Murray Funeral Directors Pty. Ltd. pursuant to the Funeral Industries (State) Award.

"Employer" shall mean James Murray Funeral Directors Pty. Ltd.

"Parent Award" shall mean the Funeral Industries (State) Award.

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

4. SCOPE OF THE AGREEMENT.

This Agreement shall apply to all Employees of the Employer who are employed pursuant to the Parent Award.

5. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to regulate certain conditions of employment of Employees employed by the Employer.

6. DATE AND PERIOD OF OPERATION.

This Agreement shall operate from the date of Registration and shall remain in force for a period of twelve (12) months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

7. RELATIONSHIP TO PARENT AWARD.

This Agreement shall be read and interpreted wholly in conjunction with the Parent Award. Where there is any inconsistency this Agreement shall take precedence.

8. DURESS.

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

9. SICK LEAVE.

- 9.1. A weekly Employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity not due to his/her own serious and wilful misconduct, 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 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.

- 9.2. He/She shall, as soon as reasonably practicable, and in any case within twenty four (24) hours of 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. 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 Rostered Day Off.

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

- 9.3.1. a Holiday or Holidays as defined by the Parent Award, or
- 9.3.2. a period of Annual Leave during which a Holiday or Holidays occur as defined by the Parent Award;

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.

- 9.4. 9.4.1. 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.
- 9.4.2. 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.
- 9.5. Except as provided by 9.4. above, payment of the cash value of unused sick leave shall not be made.
- 9.6. 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.

Delete existing Award provision, subclause (i) (a) of Clause 3, Hours, and replace with the following:-

"The hours of work shall not be more than forty (40) 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 7.00am and 7.00pm."

11. FLEXIBILITY OF STARTING TIME.

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



12. ROSTERED DAYS OFF.

For the purpose of subclause (1) of Clause 3, Hours, of the Parent Award, "each day worked" shall not include periods of Annual Leave or any day taken on any other form of leave whether or not the other form of leave is paid or unpaid leave.

Employees covered by this Agreement shall be entitled to a maximum of twelve (12) days per year.

13. CONCESSIONAL DAY.

Employees covered by this Agreement shall not be entitled to the single Concessional Day detailed in subclause (i) of Clause 21, Holidays, of the Parent Award.

14. UNION MEETINGS.

Clause 36, Union Meetings, of the Parent Award shall not apply to Employees covered by this Agreement.

15. HOLIDAYS.

The following days shall be Holidays and shall be closed and free from Funeral Work. New Years Day, Australia Day, Good Friday, Anzac Day, queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.

16. WAGES.

16.1. The rates applicable are the Parent Award rates plus 3.3% bonus and this Agreement increases these rates by sixteen dollars (\$16.00) per week.

16.2. Six (6) months after the ratification of this Agreement, the weekly rates paid to all Employees shall be increased by a further eight dollars (\$8.00) per week.

16.3. The Industry Allowance of \$ 29.00 and the Disability Allowance of \$7.00 has been absorbed into the base rate of pay.

<u>CLASSIFICATION</u>	<u>\$ RATE PER WEEK</u>
Shopman	\$ 454.55
Duty Officer	\$ 466.85
Relieving Manager	\$ 466.85
Resident Manager	\$ 488.25

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

17. 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, 1991, that shall prevail.

18. DISPUTES PROCEDURE.

The procedure for the resolution of Industrial Disputation will be in accordance with Section 185 of the Act. These procedural steps are:

18.1. Procedures relating to grievances on individual Employees:

- 18.1.1. 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.
- 18.1.2. 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.
- 18.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
- 18.1.4. 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.
- 18.1.5. While a procedure is being followed, normal work must continue.
- 18.1.6. The Employee may be represented by an Industrial Organisation of Employees.

18.2. Procedure for a dispute between the Employer and Employees:

- 18.2.1. 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.
- 18.2.2. Reasonable time limits must be allowed for discussion at each level of authority.
- 18.2.3. While a procedure is being followed, normal work must continue.
- 18.2.4. 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.

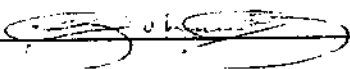
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Handwritten initials

19. SIGNATORIES.

Signed for and on behalf of James Murray Funeral Directors Pty. Ltd.

NAME: GRAHAM JOHN DOHERTY

TITLE: MANAGING DIRECTOR

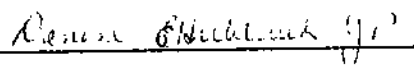
SIGNATURE: 

DATE: 21ST FEBRUARY 1995

WITNESSED BY:

NAME: DENISE EMILIE HUBBUCK

TITLE: CLERK

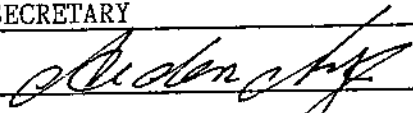
SIGNATURE: 

DATE: 21ST FEBRUARY, 1995.

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

NAME: AIDEN WARREN JOSEPH NYE

TITLE: SECRETARY


SIGNATURE: 

DATE: 21ST FEBRUARY, 1995

WITNESSED BY:

NAME: JAN FIELD

TITLE: VICE PRESIDENT

SIGNATURE: 

DATE: 21ST FEBRUARY, 1995