

ENTERPRISE AGREEMENT

NO: E.A. 346 /1995

DATE REGISTERED: 5-10-95

PRICE: \$ 18-00

JEWISH CEMETERY TRUST, ROOKWOOD NECROPOLIS,

ENTERPRISE AGREEMENT, 1995.

Filed with the Industrial Registrar on

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An ENTERPRISE AGREEMENT made this 7th of June, 1995, in accordance with the provisions of Part 3, Division 2, of the New South Wales Industrial Relations Act, 1991, between the Jewish Cemetery Trust, Rookwood Necropolis, Hawthorne Avenue, Rookwood Cemetery 2141, and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees (as identified in Clause 10) pursuant to the Cemetery and Crematoria Employees (State) Award to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. TITLE OF THE AGREEMENT.

This Agreement shall be known as the Jewish Cemetery Trust, Rookwood Necropolis, Enterprise Agreement, 1995.

2. ARRANGEMENT.

1. Title of the 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. Wages.
11. Union Meetings.
12. Concessional Days.
13. Rostered Days Off.
14. Exhumations and Vault Transfers.
15. No Extra Claims.
16. Staff Counselling.
17. Disputes Procedure.
18. Signatories.

3. DEFINITIONS.

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

"Agreement" shall mean the Jewish Cemetery Trust, Rookwood Necropolis, Enterprise Agreement, 1995.

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

"Employer" shall mean the Jewish Cemetery Trust, Rookwood Necropolis.

"Parent Award" shall mean the Cemetery and Crematoria Employees (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 (as identified in Clause 10) 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 place.

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 of incapacity, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of twelve (12) days pay in any year of service with the same Employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

- 9.2. 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.
- 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:

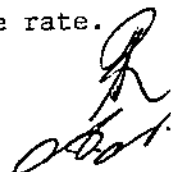
- 9.3.1. a Holiday or Holidays as defined by the Parent Award; OR
- 9.3.2. a period of Annual Leave during which a Holiday or Holidays occur as defined by the Parent Award;

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. In any year where an Employee has not either redeemed or taken the whole of their sick leave entitlement, such untaken sick leave shall accumulate from year to year on the basis of two (2) days per year up to a maximum of eight (8) days.
- 9.5. 9.5.1. 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.
- Provided further, that where an Employee intends to take sick leave, it shall first be taken from the amount of days specified in 9.5.1.
- 9.5.2. 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.
- 9.6. Except as provided by 9.5. above, payment of the cash value of unused sick leave shall not be made.
- 9.7. For the purpose of 9.1. above, service before the date of coming into force of this Agreement shall be counted as service.

10. WAGES.

- 10.1. The rates applicable are the Parent Award rates plus 3.3% bonus and this Agreement increases the rates by sixteen dollars (\$16.00) per week.
- 10.2. The Industry Allowance of \$ 41.45, the Disability Allowance of \$ 7.25 and the Industry Over award payment of \$ 5.00 have been absorbed into the new base rate.



10.

CLASSIFICATIONS.

\$ RATE PER WEEK.

Grave Digger \$ 461.20
General Hand \$ 432.80

10.4. Where the Employer in his/her sole discretion appoints an Employee as a Leading Hand, such Employee shall be paid an allowance of \$ 20.20 per week above their appropriate classification.

10.5. The additional daily rate for a General Hand who occasionally operates as a grave digger is \$ ~~5.88~~ *5.69 Robert*.

11. UNION MEETINGS.

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

12. CONCESSIONAL DAY.

Employees covered by this Agreement shall not be entitled to the single Concessional Day as detailed in paragraph (a) of subclause (i) of Clause 11, Holidays of the Parent Award.

13. ROSTERED DAYS OFF.

Employees covered by this Agreement shall be entitled to twelve (12) Rostered Days Off per year. Such days shall be taken on a Monday or a Friday, on a day to suit the requirements of the Employer and within the month the day falls due.

14. EXHUMATIONS AND VAULT TRANSFERS.

Exhumations and Vault Transfers may be performed subject to the conditions as detailed and agreed to between the parties as documented. (see Annexure "A").

15. 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.

16. STAFF COUNSELLING.

16.1. 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:

16.2. First Counselling (Verbal) - If the Employer considers an Employee 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.

- 16.3. **Second Counselling (Verbal)** - If the Employer 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.
- 16.4. **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 of his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to writing by the Employer with the Employee being requested to sign the document.

17. DISPUTES PROCEDURE.

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

- 17.1. Procedures relating to grievances on individual Employees:
- 17.1.1. 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.
 - 17.1.2. 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.
 - 17.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
 - 17.1.4. 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.
 - 17.1.5. While a procedure is being followed, normal work must continue.
 - 17.1.6. The Employee may be represented by an Industrial Organisation of Employees.
- 17.2. Procedures for a dispute between the Employer and Employees:
- 17.2.1. 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.
 - 17.2.2. Reasonable time limits must be allowed for discussion at each level of authority.
 - 17.2.3. While a procedure is being followed, normal work must continue.
 - 17.2.4. 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.

19. SIGNATORIES.

Signed for and on behalf of the Jewish Cemetery Trust, Rookwood Necropolis.

NAME: SHYA REDELMAN

TITLE: CHAIRMAN

SIGNATURE: *Shya Redelman*

DATE: 3rd July, 1995

WITNESSED BY:

NAME: M.A. Brady MURIEL ANN BRADY

TITLE: SECRETARY

SIGNATURE: *M.A. Brady*

DATE: 3/7/95

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

NAME: AIDEN WARREN JOSEPH NYE

TITLE: SECRETARY

SIGNATURE: *Aiden Warren Joseph Nye*

DATE: 7th June 1995

WITNESSED BY:

NAME: JAN FIELD

TITLE: VICE PRESIDENT

SIGNATURE: *Jan Field*

DATE: 7th June 1995

EXHUMATION - shall mean the removal of Human Remains from a grave filled with soil.
- The Allowance payable - \$ 300.00 per Employee per body exhumed.

VAULT TRANSFER - shall mean the removal of Human Remains from a Vault, Crypt or Tomb to another Vault, Crypt or Tomb.
- The Allowance payable - \$ 50.00 per Employee per body transferred.

1. Voluntary basis only.
2. Employee to be in a general state of good health.
3. Employee to be inoculated.
4. Strict observation by Employees of any guidelines as set down by the Department of Health, (Plan of Management).
5. Counselling to made availabe for all Employees.
6. Not less than (4) Employees to be engaged on any Exhumation where the Remains have been buried for a period of fifteen (15) days and less than seven (7) years.
7. Not less than three (3) Employees to be engaged on any other Exhumation.
8. For the Exhumation of infants and children the following shall apply:
Where the child is under five (5) years of age irrespective of the time buried, two (2) Employees to be engaged only.
9. All Employees engaged on any Exhumation shall fully participate in the removal of the Human Remains from the grave, including entering the grave on a rotating basis.
10. An allowance of three hundred dollars (\$300.00) per Employee per body exhumed from a grave shall be paid.
11. Cemetery Employees in carrying out Exhumations shall place all Human Remains into a body bag before handing those Remains over to the Funeral Director.
12. Cemetery Employees engaged in a Vault Transfer shall be paid fifty dollars (\$50.00) per Employee per body transferred.
13. Where a Funeral Director is engaged to carry out a Vault Transfer, only one (1) Cemetery Employee shall be required.
14. Where a Vault Transfer is carried out by Cemetery Employees the following manning levels shall apply:
Where Human Remains are encased in a Lead Liner - not less than six (6) Employees shall be required.
Where Human Remains are encased in a Zinc Liner - not less than four (4) Employees shall be required.

GENERAL

15. Cemetery Employees are permitted to carry out their own Exhumations and Vault Transfers within their own Cemetery grounds.
16. Where a Vault Transfer requires repair work to be carried out, a Funeral Director shall be engaged to carry out such work.



"A"

JUNIOR EMPLOYEES

1. Junior Employee - means a weekly Employee under the age of twenty years (20) who may carry out any type of work in and around the Cemetery under supervision.
2. Not more than one Junior Employee to every three (3) or fraction of full time adult Employees.
3. On the day following the first and subsequent Anniversaries of employment, Junior Employees shall be paid full adult rates as prescribed.

A. J. R.