

# ENTERPRISE AGREEMENT

NO: E.A. 249 /1996

DATE REGISTERED: 22-8-96

PRICE: \$ 30-00

**NORTHERN SUBURBS GENERAL CEMETERY TRUST**

**ENTERPRISE AGREEMENT, 1996.**

Filed with the Industrial Registrar on 26.7.96 .....

*A. J. J.*

An ENTERPRISE AGREEMENT made this 19th day of June, 1996, in accordance with the provisions of Part 3, Division 2, of the New South Wales Industrial Relations Act, 1991, between the Northern Suburbs General Cemetery Trust located at Delhi Road, North Ryde, 2113 and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees (as identified in Clause 19) 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 Northern Suburbs General Cemetery Enterprise Agreement, 1996.

**2. ARRANGEMENT.**

2. Arrangement.
14. Concessional Day
6. Date and Period of Operation.
3. Definitions.
26. Disputes Procedure.
8. Duress.
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23. Termination of Employment.
1. Title of the Agreement.
16. Training and Multi Skilling.
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17. Uniforms.
13. Union Meetings.



**3. DEFINITIONS.**

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

"Agreement" shall mean the Northern Suburbs General Cemetery Trust Enterprise Agreement, 1996.

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

"Employer" shall mean the Northern Suburbs General Cemetery Trust.

"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 19 of this Agreement) of the Employer who are employed pursuant to the Parent Award.

**5. PURPOSE OF THE AGREEMENT.**

The purpose of the Agreement is to formalise existing conditions including over Award payments and to establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change to maintain its continued efficiency and effectiveness within the community to meet public standards and scrutiny.

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

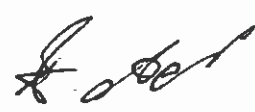
This Agreement shall operate from the date of Registration and shall remain in force for a period of two (2) years thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

**7. RELATIONSHIP TO THE 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, 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 of 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 this Agreement: **OR**

9.3.2. 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.

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. Provided that this amount shall not exceed twelve (12) days at any one time.

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 OF WORK, REST PAUSE AND MEAL BREAK.**

10.1. In lieu of Clause 3, subclause (i) of the Parent Award the following provisions shall apply:

"The ordinary 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 6.30am and 6.00pm with 0.4 (2/5) of one hour each day worked accruing as an entitlement to take one pre-determined day as a day off, paid for as though worked."

10.2. A Rest Pause of not more than fifteen (15) minutes between commencing time and the actual Meal Break shall be permitted without reduction of pay. Such Rest Pause shall be taken at or close to the immediate work location and at a time to suit the circumstances of the work in hand.

## **11. OVERTIME.**

11.1. Overtime will be paid for at the appropriate Parent Award rate with all overtime calculated to the next half hour.

11.2. Saturday overtime will be as required by the Employer.

11.3. Work carried out on a Public Holiday as set out in Clause 12 of this Agreement shall be paid at the rate of double time and one half with a minimum of four (4) hours.

## **12. WORK ON A PUBLIC HOLIDAY.**

The following days shall be Holidays and shall be closed and free from Burial work:

New Years Day, Australia Day, Good Friday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.

Burials will be permitted on Easter Saturday and Easter Monday up until 12.00 mid-day. Employees working on such days shall not commence work later than 8.00am.

## **13. UNION MEETINGS.**

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

## **14. 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.



**15. 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 to Friday basis, on a day to suit requirements of the Employer and within the month the day falls due.

**16. TRAINING AND MULTI-SKILLING.**

Employees party to this Agreement acknowledge the need to receive additional job skills and subject to the Employers requirements, give an undertaking to attend training courses as required by the Employer. Furthermore, the nature of work requires a reasonable degree of inter-change between job requirements and it is agreed that provided the Employee(s) is(are) given appropriate training to facilitate such job capabilities, undertake to become more multi-skilled within the workplace.

**17. UNIFORMS.**

All Employees covered by this Agreement undertake to launder and wear at all times, the appropriate uniform supplied by the Employer which includes long sleeve shirts, long trousers and a jumper.

**18. SAFETY EQUIPMENT.**

All Employees covered by this Agreement undertake to wear at all times, the equipment supplied by the Employer such as, steel cap boots, ear and eye protection, hand and head protection, dust and/or poison mask and protective clothing when spraying chemicals.

**19. WAGES.**

19.1. In lieu of Clause 5, Wages, of the Parent Award, the following shall apply:-

<b>Classification</b>	<b>\$ Base Rate per Week.</b>
Grave Digger	\$ 478.90
General Hand	\$ 450.50

19.2. This Agreement increases the base rates of pay of the previous Agreement (232/95) by twenty dollars (\$20.00) per week to all classifications.

19.3. Six (6) months after ratification of this Agreement, eight dollars (\$8.00) per week shall be added to the base rates of pay as outlined in 19.1.

19.4. Twelve (12) months after ratification of this Agreement, a further eight dollars (\$8.00) per week shall be added to the base rates of pay.



- 19.5. All wages will be paid weekly through Electronic Funds Transfer (EFT) and, subject to circumstances beyond the Employer's control, wages will be deposited into each Employee's personal account by noon each Thursday. (Banking and Government charges associated with this method of payment are included within the pay adjustment as set out in 19.1. above.
- 19.6. The additional daily rate for a General Hand who occasionally operates as a grave digger is \$ 5.68.
- 19.7. Where an Employer in his/her sole discretion appoints an Employee as a Leading Hand, such Employee shall be paid an allowance of \$21.20 per week above their appropriate classification (eg: Grave Digger or a General Hand classification).
- 19.8. An additional \$ 7.50 per Employee shall be paid when such Employee is engaged in digging a grave to receive an American-type casket.

## 20. 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").

## 21. STAFF COUNSELLING.

- 21.1. 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:
- 21.2. **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.
- 21.3. **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.
- 21.4. **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 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.





## 22. FAMILY LEAVE.

An Employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use their Recreational Leave and/or Annual Leave.

The Employee shall, if required, establish by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned.

The entitlement to use Recreational Leave and/or Annual 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 member of the Employee's immediate family: or
  - (b) a member of the Employee's household.
- (iii) the term "immediate family" includes:
  - (a) a spouse (including a former spouse, a de facto spouse and a former defacto spouse of the Employee). A de facto spouse in relation to a person, means a person who lives with the Employee on a bona fide domestic basis although not legally married to that person:

and

- (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child) parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

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 prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

## 23. TERMINATION OF EMPLOYMENT.

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

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

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

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.



## **24. REDUNDANCY.**

### **24.1. 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 (24)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the 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.

### **24.2. Transfer to lower paid duties.**

Where an Employee is transferred to lower paid duties for reasons set out in subclause (24)(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 of thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

### **24.3. Severance Pay.**

In addition to the period of notice prescribed in subclause 23, an Employee whose employment is terminated for reasons set out in subclause (24)(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Severance Pay - Under 45 years of age</b>
Less than 1 year	NIL
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	7 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 6 years	14 weeks pay
6 years and over	16 weeks pay

**Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:**



**Period of continuous service**

**Severance Pay - 45 years and over**

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

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

**24.4. Employees leaving during the notice period.**

An Employee whose employment is terminated for reasons set out in subclause (24)(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

**24.5. 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.

**24.6. Time off during notice period.**

(a) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the Employee, shall, at the request of the Employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

**24.7. Notice to Commonwealth Employment Service.**

Where a decision has been made to terminate Employees in the circumstances outlined in subclause (24)(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.



**24.8. 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 (24.3) hereof the difference between the severance pay specified in that subclause and the amount of Superannuation benefit he/she receives which is attributed to Employer contributions only.

**24.9. 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 transmittor or any prior transmittor 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.

**24.10. Employees with less than one years service.**

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

**24.11. Employees exempted.**

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

**24.12. 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.



## **25. NO EXTRA CLAIMS.**

The parties to this Agreement agree that, for the life of the Agreement, there shall be no further claims made subject to the provisions of the Industrial Relations Act, 1991, that shall prevail.

## **26. DISPUTES PROCEDURE.**

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

### **26.1. Procedures relating to grievances on individual Employees:**

- 26.1.1.** 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.
- 26.1.2.** 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.
- 26.1.3.** Reasonable time limits must be allowed for discussion at each level of authority.
- 26.1.4.** At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposal remedy.
- 26.1.5.** While a procedure is being followed, normal work must continue.
- 26.1.6.** The Employee may be represented by an Industrial Organisation of Employees
- 26.1.7.** If the matter remains unresolved it shall be referred to the Industrial Relations commission of NSW.

### **26.2. Procedure for a dispute between the Employer and Employees:**

- 26.2.1.** 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.
- 26.2.2.** Reasonable time limits must be allowed for discussions at each level of authority.
- 26.2.3.** While a procedure is being followed, normal work must continue.
- 26.2.4.** 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.



26.2.5.

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

*A. Brown*

**27. SIGNATORIES.**

**Signed for and on behalf of the Northern Suburbs General Cemetery Trust.**

NAME: DAVID CHARLES HUSBY

TITLE: TRUSTEE - CHAIRMAN

SIGNATURE: *David Husby*

DATE: *8/1/96*

WITNESSED BY:

NAME: WILLIAM LEONARD CROWE

TITLE: TRUSTEE

SIGNATURE: *William Leonard Crowe*

DATE: *8/1/96*

**Signed for and on behalf of the Funeral and Allied Industries Union of NSW.**

NAME: AIDEN WARREN JOSEPH NYE

TITLE: UNION SECRETARY

SIGNATURE: *Aiden Nye*

DATE: *18/7/96*

WITNESSED BY:

NAME: JAN FIELD

TITLE: VICE PRESIDENT

SIGNATURE: *J Field*

DATE: *18/7/96*

*[Handwritten mark]*

**"A"**

**EXHUMATION**

- Shall mean the removal of Human Remains from a grave filled with soil.
- the allowance payable - \$315.00 per Employee

**VAULT TRANSFER**

- Shall mean the removal of Human Remains from a Vault, Crypt or Tomb to another Vault, Crypt or Tomb.
- the allowance payable - \$ 52.50 per Employee.

1. Voluntary basis only.
2. Employee(s) to be in a general state of good health.
3. Employee(s) to be inoculated .(Such as Anti-Tetanus and Hepatitis B - but not be limited to).
4. Strict observation by Employees of any guidelines as set down by the Department of Health (Plan of Management).
5. Counselling to be made available for all Employees.
6. Not less than four (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 and fifteen dollars (\$315.00) 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 a fifty two dollars and fifty cents allowance (\$52.50) 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.

*[Handwritten signature]*