

ENTERPRISE AGREEMENT

NO: E.A. 290 /1996

DATE REGISTERED: 16-10-96

PRICE: \$ 24 - 00

R.J SIDNEY CRAIG PTY. LTD.

ENTERPRISE AGREEMENT, 1996

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this 7th day of August, 1996, in accordance with the provisions of Part 3, Division 2, of the New South Wales Industrial Relations Act, 1991, between R.J. Sidney Craig Pty. Ltd. located at 298 Sloane Street, Goulburn, 2580 and the Funeral & Allied Industries Union of New South Wales and is binding on all Employees (as identified in Clause 16 of this Agreement) 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 THE AGREEMENT.

This Agreement shall be known as the R.J. Sidney Craig Pty. Ltd. Enterprise Agreement, 1996.

2. ARRANGEMENT.

- 2. Arrangement.
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3. DEFINITIONS.

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

"Agreement" shall mean the R.J. Sidney Craig Pty. Ltd. Enterprise Agreement, 1996.

"Employee" or "Employees" shall mean a person or persons employed by R.J. Sidney Craig Pty. Ltd. pursuant to the Funeral Industries (State) Award.

"Employer" shall mean R.J. Sidney Craig 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 (as identified in Clause 16) 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 eighteen (18) 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 operations 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 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 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 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.
- 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 9.4.1. and 9.4.2. 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.

In lieu of Clause 3, Hours, of the Parent Award, the following shall apply:-

"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."

The ordinary hours of work shall not exceed thirty eight (38) hours per week

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.

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

13. CONCESSIONAL DAY.

Employees covered by this Agreement shall not be entitled to the single Concessional Day as 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.

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

16.1. Classification	\$ Base Rate per Week
Probation (3 months)	\$ 405.70
Shop-person	\$ 482.95
Duty Officer	\$ 494.85

- 16.2. This Agreement introduces a Probationary period of three (3) months for a new full time Employee whose base rate appears in 16.1.
- 16.3. This Agreement increases the base rates of pay of the previous Agreement () by twenty dollars (\$20.00) per week to all classifications.
- 16.4. Twelve (12) months after ratification of this Agreement, ten dollars (\$10.00) per week shall be added to the base rates of pay as outlined in 16.1.
- 16.5. Employees covered by this Agreement who are called upon to participate in an Exhumation or Vault Transfer shall be paid the sum of fifty two dollars and fifty cents (\$52.50) per Employee per body exhumed or transferred.
- 16.6. The Employer may elect during the life of this Agreement to introduce payment of wages by Electronic Funds Transfer into an account of a Financial Institution nominated by the Employer.
- 16.7. All Employees shall be provided with an itemised statement of Earnings and reasons for any deductions.
- 16.8. Casual Employees - 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 38, plus fifteen percent (15%). Casuals shall also be entitled to 1/12 Pro Rata Holiday pay pursuant to the Annual Holiday Act, 1944.

17. 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.

18. DISPUTES PROCEDURE.

The procedure for the resolution of Industrial Disputation will be in accordance with Section 185 of the Act. the 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 Employees 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.

19. STAFF COUNSELLING.

- 19.1.** 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:-
- 19.2. First Counselling - Verbal** - If the Employer considers an Employee to 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 own choosing may be present.
- 19.3. 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 required, the unsatisfactory nature of the Employee's service and advise the Employee that continuation of such unsatisfactory service may lead to dismissal.
- 19.4. Third and Final Counselling - Written** - If after two verbal counselling, 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.

20. QUALITY COMMITMENT.

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if RAJ. Sydney Craig 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 R. J. Sidney Craig Pty. Ltd. as an essential component of a long term career in the Funeral Industry.



21. 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 Rostered Days Off and/or Annual Leave. These days are to be taken as single days.

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 Rostered Days Off 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 de facto 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.

22. TERMINATION OF EMPLOYMENT.

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

*	3 months up to one (1) year	1 weeks notice
*	between one (1) and three (3) years service	2 weeks notice
*	between three (3) and five (5) years service	3 weeks notice
*	over five (5) years service	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.

New Employees undertaking a ninety (90) day probationary period can resign, or Management can terminate their employment without notice.

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

23. REDUNDANCY.

23.1. 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 (23)(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.

23.2. Transfer to lower paid duties.

Where an Employee is transferred to lower paid duties for reasons set out in subclause (23)(a) hereof, the Employer shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminate, 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.

23.3. Severance Pay.

In addition to the period of notice prescribed in subclause 22 of this Agreement, an Employee whose employment is terminated for reasons set out in subclause (23)(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 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 Employee concerned.

23.4. Employees leaving during notice period.

An Employee whose employment is terminated for reasons set out in subclause (23)(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 end of the expiry of such notice. Provided that in circumstances the Employer shall not be entitled to payment in lieu of notice.

23.5. 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.

23.6. 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.

23.7. Notice to Commonwealth Employment Service.

Where a decision has been made to terminate Employees in the circumstances outlined in subclause (23)(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.

23.8. 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 (23.3) 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.

23.9. 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:
 - (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.

23.10. Employees with less than one years service.

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

23.11. Employees exempted.

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

23.12. 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.



24. SIGNATORIES.

Signed for and on behalf of R.J. Sidney Craig Pty. Ltd.

NAME: TERRENCE ARTHUR CROOKS

TITLE: MANAGING DIRECTOR

SIGNATURE: *Terence Crooks*

DATE: 9/8/96

WITNESSED BY:

NAME: JAN KATHRYN HALL

TITLE: OFFICE MANAGER

SIGNATURE: *Jan Hall*

DATE: 9th August 1996.

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

NAME: AIDEN WARREN JOSEPH NYE

TITLE: UNION SECRETARY

SIGNATURE: *Aiden Nye*

DATE: 16/8/96

WITNESSED BY:

NAME: JAN FIELDS

TITLE: Vice President

SIGNATURE: *Jan Fields*

DATE: 16/8/96

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