

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/413

L.R.C. NO: 96/6424

DATE APPROVED/COMMENCEMENT: 18 December 1996

TERM: 2 years

NEW AGREEMENT OR
VARIATION: Replaces EA346/95

GAZETTAL REFERENCE: *vol 297 I.9. 21. 3. 97.*

DATE TERMINATED:

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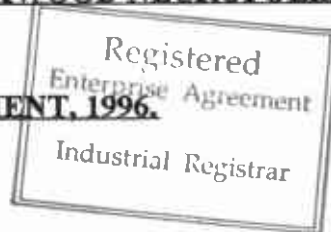
TITLE: Jewish Cemetery Trust, Rookwood Necropolis, Enterprise Agreement, 1996

COVERAGE/DESCRIPTION OF
EMPLOYEES: Grave Digger, General Hand

PARTIES: Jewish Cemetery Trust, Rookwood Necropolis & The Funeral and Allied
Industries Union, New South Wales Branch

JEWISH CEMETERY TRUST, ROOKWOOD NECROPOLIS

ENTERPRISE AGREEMENT, 1996.



Filed with the Registrar on

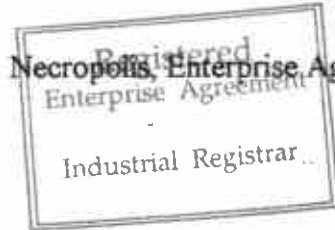
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An ENTERPRISE AGREEMENT made this 18th day of September, 1996, in accordance with the provisions of Part 3, Division 2, of the New south Wales Industrial Relations Act, 1991, between the Jewish Cemetery Trust, Rookwood Necropolis, Hawthorne Avenue, 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, 1996.



2. ARRANGEMENT.

- 2. Arrangement:
- 20. Bereavement Leave.
- 12. Concessional Day.
- 6. Date and Period of Operation.
- 3. Definitions.
- 22. Disputes Procedure.
- 8. Duress.
- 14. Exhumations and Vault Transfers.
- 21. Family Leave.
- 15. No Extra Claims.
- 5. Purpose of the Agreement.
- 18. Quality Commitment.
- 17. Redundancy.
- 7. Relationship to the Parent Award.
- 13. Rostered Days Off.
- 4. Scope of the Agreement.
- 9. Sick Leave.
- 23. Signatories.
- 19. Staff Counselling.
- 16. Termination of Employment.
- 1. Title of the Agreement.
- 11. Union Meetings.
- 10. Wages.

3. DEFINITIONS.

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

"Agreement" shall mean the Jewish Cemetery Trust, Rookwood Necropolis, Enterprise Agreement, 1996.

"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 this Agreement) 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 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 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.
- 9.5.2. 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.
- 9.5.3. 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 immediate 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. In lieu of Clause 1, Wages, of the Parent Award the following shall apply:-

Classification	\$ Base Rate Per Week
Grave Digger	\$ 481.20
General Hand	\$ 452.80

- 10.2. This Agreement increases the base rates of the previous Agreement (EA346/95) by twenty dollars (\$20.00) per week to all classifications.
- 10.3. Six (6) months after ratification of this Agreement, eight dollars (\$8.00) per week shall be added to the base rates as outlined in 10.1.
- 10.4. Twelve (12) months after ratification of this Agreement a further eight dollars (\$8.00) shall be added to the base rates.
- 10.5. All Employees shall be provided with an itemised statement of Earnings and reasons for any deductions.
- 10.6. Where the Employer in his/her sole discretion appoints an Employee as a Leading Hand, such Employee shall be paid an allowance of \$ 22.00 per week above their appropriate classification.
- 10.7. The additional daily rate for a General Hand who occasionally operates as a grave digger is \$ 5.68.
- 10.8. 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.

11. UNION MEETINGS.

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

12. CONCESSIONAL DAY.

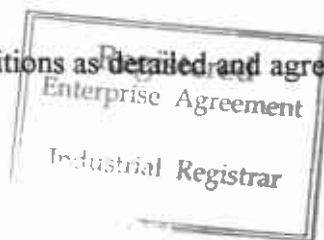
Employees covered by this Agreement shall not be entitled to the single Concessional Day as detailed in paragraph (a) of subclause (i) of Clause 11, Holidays of the Parent Award.

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 the Agreement, there shall be no further claims made subject to the provisions of the Industrial Relations Act, 1991, that shall prevail.

16. TERMINATION OF EMPLOYMENT.

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

- * 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.

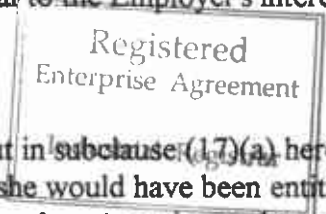
Payment in lieu of notice or forfeiture in lie of notice may be made by either party.

17. REDUNDANCY.

17.1. 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 tot he 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 (17)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measure to mitigate and adverse effects of any terminations 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.

17.2. Transfer to lower paid duties.



Where an Employee is transferred to lower paid duties for reasons set out in subclause (17)(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 had 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.

17.3. Severance Pay

In addition to the period of notice prescribed in subclause 16 of this Agreement, an Employee whose employment is terminated for reason set out in subclause (17)(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

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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

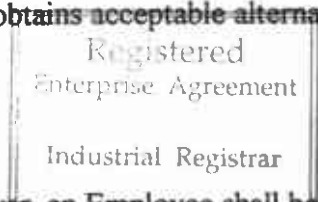
Weeks pay - means the ordinary time rate of pay for the Employee concerned.

17.4 Employees leaving during notice period.

An Employee whose employment is terminated for reasons set out in subclause (17)(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.

17.5. 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.



17.6. 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 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.

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17.7. Notice to Commonwealth Employment Service.

Where a decision has been made to terminate Employees in the circumstances outlined in subclause (17)(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.

17.8. 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 (17.3) 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.

17.9. 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.

17.10 Employees with less than one years service.

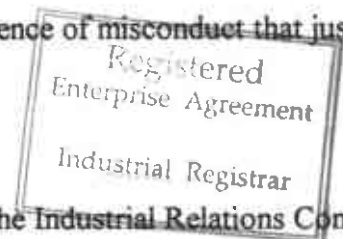
This clause shall not apply to Employees with less than one years service.

17.11. Employees exempted.

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

17.12. 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.



18. QUALITY COMMITMENT.

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if the Jewish Cemetery Trust'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 the Jewish Cemetery Trust, as an essential component of a long term career in the Funeral Industry.

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 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 own choosing may be present.

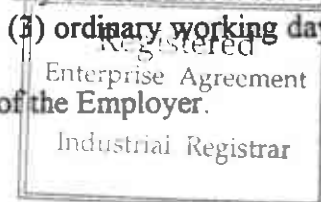
19.3. **Second Counselling - Verbal** - If the Employer is of the opinion that the Employee continues to be unsatisfactory, the Employer shall again discuss with the Employee in the presence of a witness if required, the unsatisfactory nature of the Employee's service and advise the Employee that continuation of such unsatisfactory service may lead to dismissal.

19.4. **Third and Final Counselling - Written** - If after two verbal 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 Management with the Employee being requested to sign the document.

20. BEREAVEMENT LEAVE.

On the death of the spouse, father, mother, child (including step-child) brother or sister, a weekly Employee shall be entitled to Bereavement Leave, without deduction of pay, up to and including the day of the Funeral for a period not exceeding the number of ordinary hours usually worked by the Employee in three (3) ordinary working days.

In all cases, proof of death shall be furnished by the Employee to the satisfaction of the Employer.



22.1.5. While a procedure is being followed, normal work must continue.

22.1.6. The Employees may be represented by an Industrial Organisation of Employees.

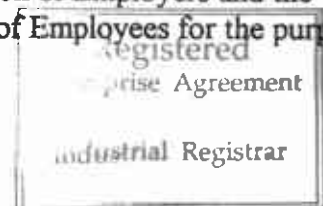
22.2. Procedure for a dispute between the Employer and Employees:-

22.2.1. 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.

22.2.2. Reasonable time limits must be allowed for discussion at each level of authority.

22.2.3. While a procedure is being followed, normal work must continue.

22.2.4. 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.



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23. SIGNATORIES.

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

NAME: _____ LESLIE CAPLAN AM _____

TITLE: _____ CHAIRMAN _____

SIGNATURE: _____ *Leslie* _____

DATE: _____ 16th October 1996 _____

WITNESSED BY:

NAME: _____ JACK LEONARD FISHER _____

TITLE: _____ TRUSTEE _____

SIGNATURE: _____ *[Signature]* _____

DATE: _____ 16th October 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: _____ 16-10-96 _____



WITNESSED BY:

NAME: _____ JAN FIELD _____

TITLE: _____ VICE PRESIDENT _____

SIGNATURE: _____ *Jan Field* _____

DATE: _____ 16-10-96 _____

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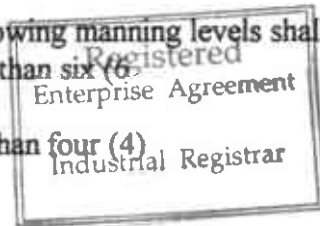
EXHUMATION

shall mean the removal of Human Remains from a grave filled with soil.
the allowance payable - \$327.00 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 - \$54.55 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 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 provision 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 twenty seven dollars (\$327.00) 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 four dollars and fifty five cents (\$54.55) 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 Directors shall be engaged to carry out such work.

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