

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/3

TITLE: Cremations (Newcastle) Pty Ltd Enterprise Agreement 1997

I.R.C. NO: 97/6095

DATE APPROVED/COMMENCEMENT: 25 November 1997

TERM: 24 months

NEW AGREEMENT OR  
VARIATION: New. Replaces EA 392/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF  
EMPLOYEES: General Hands and Transformer Hands

PARTIES: Cremations (Newcastle) Pty Ltd -&- The Funeral and Allied Industries Union of New South Wales Branch



Registered  
Enterprise Agreement  
Industrial Registrar

**CREMATIONS (NEWCASTLE) PTY. LTD.**

**ENTERPRISE AGREEMENT, 1997.**

An ENTERPRISE AGREEMENT made this 22nd day of August, 1997, in accordance with the provisions of Part 2, Chapter 2, of the New South Wales Industrial Relations Act, 1996, between Cremations (Newcastle) Pty. Ltd., located at Anderson Drive, Beresfield, 2333, and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees (as identified in Clause 16, Wages of this Agreement) 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 Cremations (Newcastle) Pty. Ltd. Enterprise Agreement, 1997.

**2. ARRANGEMENT.**

17. Annual Leave Loading.
2. Arrangement.
22. Bereavement Leave.
13. Concessional Day.
6. Date and Period of Operation.
3. Definitions.
25. Disputes Procedure.
8. Duress.
10. Hours of Work.
26. No Extra Claims.
21. Personal Carer's Leave.
5. Purpose of the Agreement.
19. Quality Commitment.
23. Redundancy.
7. Relationship to the Parent Award.
15. Rostered Days Off.
18. Service Allowance.
4. Scope of the Agreement.
9. Sick Leave.
27. Signatories.
24. Staff Counselling.
20. Termination of Employment.
1. Title of the Agreement.
12. Training and Multi-Skilling.
14. Union Meetings.
16. Wages.
11. Work on a Public Holiday.



**3. DEFINITIONS.**

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

"Agreement" shall mean the Cremations (Newcastle) Pty. Ltd. Enterprise Agreement, 1997.

"Employee" or "Employees" shall mean a person or persons employed by Cremations (Newcastle) Pty. Ltd., pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" shall mean the Cremations (Newcastle) Pty. Ltd.

"Parent Award" shall mean the Cemetery and Crematoria Employees (State) Award.

"the Act" shall mean the New South Wales Industrial Relations Act, 1996.



**4. SCOPE OF THE AGREEMENT.**

This Agreement shall apply to all Employees (as identified in Clause 16 of this Agreement).

**5. PURPOSE OF THE AGREEMENT.**

The purpose of the Agreement is to regulate certain conditions of employment of Employees employed by the Employer and to establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change.

**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 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.

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- 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. HOURS OF WORK.**

In lieu of Clause 3, subclauses (i), (ii), (iii), (iv), and (v) 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 6.00am 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."



**11. WORK ON A PUBLIC HOLIDAY.**

The following days shall be observed as Holidays and shall be closed and free from Cremation work:

New Year's Day, Australia Day, Good Friday, Anzac Day,  
Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day.

Cremations will be permitted on Easter Saturday and Easter Monday up until 12.00mid-day.

All time worked on Easter Saturday and/or Easter Monday shall be paid for at the rate of double time and one half (2.5) with a minimum of four (4) hours pay at such rate. This time shall be paid in addition to the ordinary rates of pay prescribed by this Agreement.

**12. MULTISKILLING AND TRAINING.**

Employees covered by 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 specific job requirements and it is agreed that provided that the Employee/Employees is/are given appropriate training to facilitate such job capabilities undertake to become more multi-skilled within the work place.

**13. 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.

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**14. UNION MEETINGS.**

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

**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 or a Friday.

**16. WAGES.**

**16.1. Classification**

**Base Rate per Week**

General Hand  
Transformer Hand

\$ 459.40  
\$ 483.00



16.2. Six (6) months following the signing of this Agreement, the weekly rates paid to all employees shall be increased by a further ten dollars (\$10.00) per week.

16.3. Twelve (12) months following the signing of this Agreement, the weekly rates paid to all Employees shall be increased by a further five dollars (\$5.00) per week.

16.4. The additional daily rate for a General Hand who occasionally operates as a Transformer Hand is \$ 4.72.

16.5. 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: General Hand or Transformer Hand classification.)

**17. ANNUAL LEAVE LOADING.**

In lieu of Clause 13A, Annual Leave Loading, subclause (v) of the Parent Award the following provision shall apply:

The loading is the amount payable for the period or separate period as the case may be, at the rate of 17.5% of the appropriate ordinary weekly time rates of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing his/her Annual Leave.

**18. SERVICE ALLOWANCE.**

In lieu of Clause 15, Service Allowance, of the Parent Award the following provision shall apply:

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Employees with 5, 10 or 15 years of continuous service with the Employer, shall receive in addition to rates paid in Clause 16.1., of this Agreement, the following sums of money as an Enterprise Agreement Allowance and this allowance shall be paid as an all purpose payment.



5 years of service	\$ 10.00 per week
10 years of service	\$ 20.00 per week
15 years of service	\$ 30 00 per week

This payment shall apply to Employees only who qualify with the years of service at the date of Registration of this Agreement and shall be pegged at the rates shown above.

**19. QUALITY COMMITMENT.**

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if Cremations (Newcastle) 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 Cremations (Newcastle) Pty. Ltd. as an essential component of a long term career in the Funeral Industry.

**20. 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) years of service 2 weeks notice
- \* between three (3) and five (5) years of service 3 weeks notice
- \* over five (5) years of 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.

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

**21. PERSONAL CARER'S LEAVE.**

**21.1. Use of Sick Leave.**

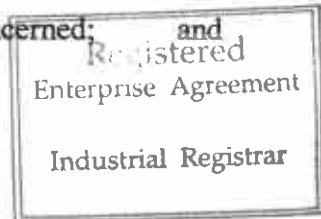


21.1.1. An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued Sick Leave entitlement, provided for in clause 9, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

21.1.2. The Employee shall, if required, establish either by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take Carer's Leave under this subclause where another person has taken leave to care for the same person.

21.1.3. The entitlement to use Sick Leave in accordance with this subclause is subject to:

- (i) the Employee being responsible for the care of the person concerned;
- (ii) the person concerned being:
  - (a) a spouse of the Employee; or
  - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child a foster child or an ex nuptial child) a parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
  - (d) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
  - (e) a relative of the Employee who is a member of the same household, where for the purposes of this subparagraph:
    1. "relative" means a person related by blood, marriage or affinity'
    2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    3. "household" means a family group living in the same domestic dwelling.



21.1.4. An 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 that person's 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.

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**21.2. Unpaid Leave for Family Purposes.**

21.2.1. An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a Member of a class of person set out in subparagraph (ii) of (c) of subclause (1) who is ill.

**21.3. Annual Leave.**

21.3.1. An Employee may elect with the consent of the Employer, subject to the Annual Holidays Act 1944, to take Annual Leave not exceeding five (5) days in single day period or part thereof, in any calendar year at a time or times agreed by the parties.

21.3.2. Access to Annual Leave, as prescribed in paragraph (21.3.1.) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Award.

21.3.3. An Employee and Employer may agree to defer payment of the Annual Leave Loading in respect of single day absences, until at least five (5) consecutive Annual Leave days are taken.

**21.4. Time Off in Lieu of Payment for Overtime.**

21.4.1. For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, the following provisions shall apply:

21.4.2. An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.

21.4.3. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

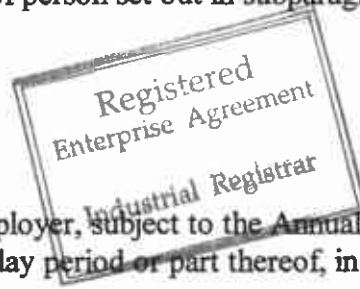
21.4.4. If, having elected to take time as leave in accordance with paragraph 21.4.1. of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

21.4.5. Where no election is made in accordance with the said paragraph 21.4.1., the Employee shall be paid overtime rates in accordance with the Agreement..

**21.5. Make Up Time.**

21.5.1. An Employee may elect, with the consent of the Employer, to work "make up Time", under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

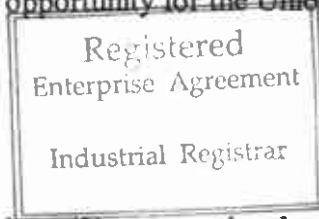
21.5.2. An Employee on shift work may elect, with the consent of the Employer, to work "make up time" (under which the Employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.



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**21.6. Rostered Days Off.**

- 21.6.1. An Employee may elect, with the consent of the Employer, to take a Rostered Day Off at any time.
- 21.6.2. An Employee may elect, with the consent of the Employer, to take Rostered Days Off in part day amounts.
- 21.6.3. An Employee may elect, with the consent of the Employer, to accrue some or all Rostered Days Off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- 21.6.4. This subclause is subject to the Employer informing the Union which is both party to this Agreement and which has Members employed at the particular enterprise of its intention to introduce an Enterprise system of Rostered Days Off flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.



**22. BEREAVEMENT LEAVE.**

- 22.1. A full time or part time Employee shall be entitled to up to three (3) consecutive days (if death has occurred overseas -one (1) additional day) paid Bereavement Leave, on each occasion to attend a funeral or for matters related to the death of a person prescribed in 22.3. below.
- 22.2. Such leave shall apply whether the death occurred within Australia or overseas and may be taken in conjunction with other available leave with the agreement of the Employer.
- 22.3. Bereavement Leave shall be available to an Employee in respect of the death of a person in the following categories:
  - (i) immediate family members, including parents, (including step or foster parents), siblings, (including step, adopted or foster siblings) husband or wife (including whether separated or divorced), de facto partner, parents-in-law.
  - (ii) same sex partner.
- 22.4. The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required, provide proof of death being either a Statutory Declaration or Death Certificate.
- 22.5. Where an Employee requests other available leave to be taken in conjunction with Bereavement Leave the Employer shall grant such leave where it is reasonable to do so having regard to the circumstances and needs of the Employer.

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

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This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave entitlement of the Employee as contained in this Agreement.

**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, measure to avoid or minimise the terminations and measure 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 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 thereof of 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 for ordinary termination in subclause 20, 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.

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**Period of Continuous Service**

**Severance Pay - Under 45 years of age.**

- Less than 1 year
- 1 year but less than 2 years
- 2 years but less than 3 years
- 3 years but less than 4 years
- 4 years but less than 5 years
- 5 years but less than 6 years
- 6 years and over



- NIL
- 4 weeks pay
- 7 weeks pay
- 10 weeks pay
- 12 weeks pay
- 14 weeks pay
- 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 one year
- 1 year but less than 2 years
- 2 years but less than 3 years
- 3 years but less than 4 years
- 4 years but less than 5 years
- 5 years but less than 6 years
- 6 years and over

- NIL
- 5 weeks pay
- 8.75 weeks pay
- 12.5 weeks pay
- 15 weeks pay
- 17.5 weeks pay
- 20 weeks pay

Weeks pay - means the ordinary time rate of pay for the Employees 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 expiry of such notice. Provided that in circumstances the Employee 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)(a) 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:                      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.

**23.10. Employees Exempted.**

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

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**23.11. Employees with Less than One Years Service.**

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



**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. STAFF COUNSELLING.**

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:

- 24.1. **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.
- 24.2. **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.
- 24.3. **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 continuous 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 Employer with the Employee being requested to sign the document.

**25. DISPUTES PROCEDURE.**

The procedure for the resolution of Industrial Disputation will be in accordance with Section 131 of the Act. These procedural steps are:

**25.1. Procedures relating to grievances on individual Employees:**

- 25.1.1. 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.
- 25.1.2. 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.

- 25.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
- 25.1.4. 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.
- 25.1.5. While a procedure is being followed, normal work must continue.
- 25.1.6. The Employee may be represented by an Industrial Organisation of Employees.



**25.2. Procedure for a dispute between Employer and Employees.**

- 25.2.1. 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.
- 25.2.2. Reasonable time limits must be allowed for discussion at each level of authority.
- 25.2.3. While a procedure is being followed, normal work must continue.
- 25.2.4. 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. 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, 1996, that shall prevail.

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**27. SIGNATORIES.**

Registered Enterprise Agreement  Industrial Registrar
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Signed for and on behalf of Cremations (Newcastle) Pty. Ltd.

**NAME:** BARRY GREEN

**TITLE:** SECRETARY


**SIGNATURE:** 

**DATE:** 22.10.97

**WITNESSED BY:**

**NAME:** PETER WILLIS

**TITLE:** MANAGER

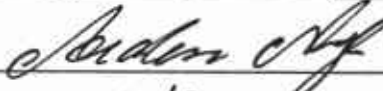
**SIGNATURE:** 

**DATE:** 22-10-97

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

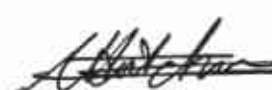
**NAME:** AIDEN NYE

**TITLE:** SECRETARY


**SIGNATURE:** 

**DATE:** 29/9/97

**WITNESSED BY:**

**NAME:**  **VICKI ANNE HUTCHINSON**  
4 Goulburn Street, Sydney  
Solicitor

**TITLE:** \_\_\_\_\_

**SIGNATURE:** 

**DATE:** 29/9/97