

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/137

TITLE: H H Webb Pty Ltd Enterprise Agreement 1997

I.R.C. NO: 97/3542

DATE APPROVED/COMMENCEMENT: 14 July 1997

TERM: 24 months

NEW AGREEMENT OR  
VARIATION: New Replacing EA245/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Labourer, Process Worker and Grade 1 and 2 employed in  
casket manufacturing

PARTIES: H H Webb Pty Ltd -&- The Funeral and Allied Industries Union of New South Wales  
Branch



Registered  
Enterprise Agreement  
Industrial Registrar

**H H WEBB PTY LTD**  
**ENTERPRISE AGREEMENT, 1997**

An ENTERPRISE AGREEMENT made this 11th day of April, 1997, in accordance with the provisions of Part 2, Chapter 2, of the New South Wales Industrial Relations Act, 1996, between H.H. Webb Pty. Ltd, located at Unit 4/33-37 Victoria Street, Smithfield, 2164, and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees (as identified in Clause 11, Wages of this Agreement) pursuant to the Funeral Industries (State) Award - Part 2, Casket Manufacturing 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 H.H. Webb Pty. Ltd. Enterprise Agreement, 1997.

**2. ARRANGEMENT.**

2. Arrangement.
10. Classifications.
6. Date and Period of Operation
3. Definitions.
16. Disputes Procedure.
8. Duress.
9. Hours.
17. No Extra Claims.
5. Purpose of the Agreement.
15. Redundancy.
7. Relationship to the Parent Award.
4. Scope of the Agreement.
13. Sick Leave.
19. Signatories.
18. Staff Counselling.
14. Termination of Employment.,
  1. Title of the Agreement.
  12. Tool Allowance.
  11. Wages.



**3. DEFINITIONS.**

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

"Agreement" shall mean the H.H. Webb Pty. Ltd. Enterprise Agreement, 1997.

"Employee" or "Employees" shall mean a person or persons employed by H.H. Webb Pty. Ltd. pursuant to the Funeral Industries (State) Award - Part 2, Casket Manufacturing.

"Employer" shall mean H.H. Webb Pty. Ltd.

"Parent Award" shall mean the Funeral Industries State Award - Part 2, Casket Manufacturing.

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

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**4. SCOPE OF THE AGREEMENT.**

This Agreement shall apply to all Employees (as identified in Clause 11 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 and establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change to maintain 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. HOURS.**

In lieu of Clause 12, Hours, Part 2, Casket Manufacturing of the Parent Award the following provisions shall apply:

9.1. The ordinary hours of work shall not exceed thirty eight (38) hours per week, Monday to Friday, inclusive, worked between 6.30am and 6.30pm.

In lieu of Clause 5, Meal Break and Clause 20, Rest Pause of the Parent Award the following provisions shall apply:

9.2. An unpaid Meal Break of not less than thirty (30) minutes shall be taken not later than five (5) hours after the commencement of work.

9.3. 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.

**10. CLASSIFICATIONS.**

In lieu of Clause 19, subclauses (xiii) and (xiv), Definitions of the Parent Award the following provisions shall apply:



Probation, Labourer, Process Worker, Grade 1 and Grade 2. (see Annexure "A")

**11. WAGES.**

The base rates for the following classifications are as follows:

11.1. Classification	\$ Base Rate per Week.
Probation	\$ 368.00
Labourer	\$ 376.95
Process Worker	\$ 425.85
Grade 1	\$ 450.55
Grade 2	\$ 462.35

11.2. A new full time Employee may be employed by the Employer in a position of Labourer, Process Worker, Grade 1 or Grade 2.

11.3. A Probation Employee will remain on a Probation classification for sixty (60) days only.

11.4. Six (6) months after ratification of this Agreement, eight dollars (\$8.00) shall be added to all base rates as outlined in 11.1.

11.5. Twelve (12) months after ratification of this Agreement a further eight dollars (\$8.00) shall be added to all base rates of pay.

11.6. 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 15 per cent (15%). Casual Employees shall also be entitled to 1/12 Pro Rate Holiday pay pursuant to the Annual Leave Act, 1944, with a minimum payment of four (4) hours for work done on a Monday to Friday during the ordinary hours as set by this Agreement.

At all other times for Casual Employees, the overtime provisions as set out by the Parent Award shall apply.

A Casual Employee may be employed by the Employer under any classification.

11.7. Any overaward payment being paid by the Company as of the date of Registration of this re-newal of Agreement shall be maintained by the Company during the life of this Agreement.

**12. TOOL ALLOWANCE.**

Clause 18, Tool Allowance of the Parent Award shall not apply to Employees covered by this Agreement.



**13. SICK LEAVE.**

13.1. 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 one weeks 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.

13.2. 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.

13.3. 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 four (4) 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:

13.3.1. a Holiday or Holidays as defined by this Agreement, OR

13.3.2. 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.

13.4. 13.4.1. 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.

13.4.2. 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.

13.5. Except as provided by 13.4. above, payment of the cash value of unused sick leave shall not be made.

13.6. For the purpose of 13.1. above, service before the date of coming into force of this Agreement shall be counted as service.

**14. TERMINATION OF EMPLOYMENT.**

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



- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>* 60 days up to one (1) year of service.</li> <li>* between one (1) and three (3) years service.</li> <li>* between three (3) and five (5) years service</li> <li>* over five (5) years service.</li> </ul> | <ul style="list-style-type: none"> <li>1 weeks notice</li> <li>2 weeks notice</li> <li>3 weeks notice</li> <li>4 weeks notice.</li> </ul> |
|--|---|

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.

New Employees undertaking a sixty (60) day probationary period can resign, or Management can terminate their employment without any notice.

**15. REDUNDANCY.**

**15.1. 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 to which they belong.
- (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 (15)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measure 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.

**15.2. Transfer to lower paid duties.**

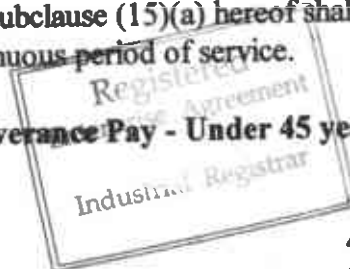
Where an Employee is transferred to lower paid duties for reasons set out in subclause (15)(a) hereof the Employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment has been terminated, and the Employer may at the Employer's option 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.

**15.3. Severance Pay.**

In addition to the period of notice prescribed for ordinary termination in subclause 14, an Employee whose employment is terminated for reasons set out in subclause (15)(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

**Period of continuous 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

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

Where an Employees 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.**

<b>Period of continuous service</b>	<b>Severance Pay - 45 years and over.</b>
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.

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

An Employee whose employment is terminated for reasons set out in subclause (15)(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.

**15.5. 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.



**15.6. Time off during the 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 of he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.



**15.7. Notice to Commonwealth Employment Service.**

Where a decision has been made to terminate Employees in the circumstances outline in subclause (15)(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.

**15.8. 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 (15.3) hereof the difference between the severance pay specified in that subclause and the amount of Superannuation benefit he/she received which is attributed to Employer contributions only.

**15.9. 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.

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

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

**15.11. Employees exempted.**

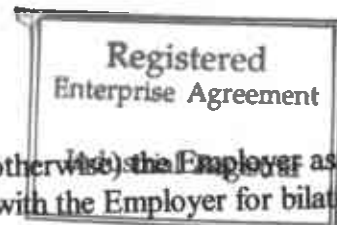
This clause shall not apply where employment is terminated as a consequence of misconduct that justified instant dismissal

**15.12. 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.

**16. DISPUTES PROCEDURE.**

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



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

- 16.1.1.** 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.
- 16.1.2.** 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.
- 16.1.3.** Reasonable time limits must be allowed for discussion at each level of authority.
- 16.1.4.** 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.
- 16.1.5.** While a procedure is being followed, normal work must continue.
- 16.1.6.** The Employees may be represented by an Industrial Organisation of Employees.

**16.2. Procedures for a dispute between Employer and Employee:**

- 16.2.1.** 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.
- 16.2.2.** Reasonable time limits must be allowed for discussion at each level of authority.
- 16.2.3.** While a procedure is being followed, normal work must continue.
- 16.2.4.** 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.

**17. 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:

- 17.1. **First Counselling - Verbal** - If Management considers a Member of staff 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.
- 17.2. **Second Counselling - Verbal** - If the Management 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.
- 17.3. **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 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.

**18. 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.

20. SIGNATORIES.

Signed on behalf of H.H. Webb Pty. Ltd.

NAME:

TITLE:

SIGNATURE:

DATE:


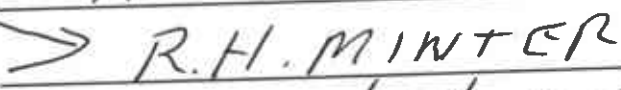
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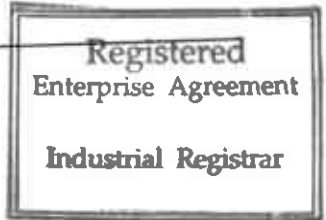
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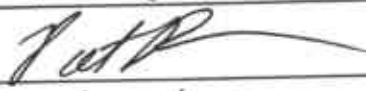
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 \_\_\_\_\_  
 MANAGING DIRECTOR.  
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 14/5/97  
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P. KANEEN  
 \_\_\_\_\_  
 H.R. COUNSELLOR  
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 14/5/97  
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Signed for and on behalf of the Funeral and Allied Industries Union of New South Wales.

NAME:

TITLE:

SIGNATURE:

DATE:

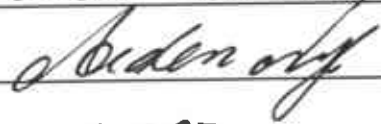
WITNESSED BY:


NAME:

TITLE:

SIGNATURE:

DATE:

AIDEN NYE  
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 UNION SECRETARY  
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 11.4.97.  
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JAN FIELD  
 \_\_\_\_\_  
 VICE PRESIDENT  
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 11.4.97  
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"A"

**PROBATION PERIOD ( 60 DAYS)**

An Employee who works under supervision.

**LABOURER**

An Employee who performs routine labouring duties in and about the casket making production facilities.

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**PROCESS WORKER**

An Employee whose duties include: filling, puttying, sanding, moulding and assembly work.

**GRADE 1.**

An Employee whose duties include: capable of performing all functions in the making of coffins/caskets, and capable of operating all wood working machines in the factory, puttying,, filling and sanding or buffing by mechanical means or operating a spray gun, applying stains, fillers and/or undercoats.

**GRADE 2.**

An Employee whose duties include : capable of performing all functions as outlined in the above classifications and other duties such as the operation of grind cutters, sharpening of knives, setting knives or blades and making necessary adjustments to such machinery. The Employee may also be employed in the polishing section and be capable of performing all functions within that section.