

ENTERPRISE AGREEMENT

NO: E.A. 395 /1994

DATE REGISTERED: 5-10-94

PRICE: \$ 14.00

CREMATIONS (NEWCASTLE) PTY. LTD.

ENTERPRISE AGREEMENT 1994

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this 25th day of July, 1994, in accordance with the provisions of Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 between the 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 pursuant to the Cemetery & Crematoria Employees (State) Award to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT

This Agreement shall be known as the Cremations (Newcastle) Pty. Ltd. Enterprise Agreement, 1994.

2. ARRANGEMENT

1. Title of Arrangement
2. Arrangement
3. Definitions
4. Scope of Agreement
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6. Date and period of Operation
7. Relationship to Parent Award
8. Duress
9. Sick Leave
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3. DEFINITIONS

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

"Agreement" shall mean the Cremations (Newcastle) Pty. Ltd. Enterprise Agreement, 1994.

"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, 1991.

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees 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.

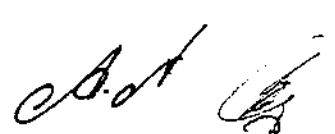
6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 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 operation of hours of work.

7. RELATONSHIP 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.

A handwritten signature in black ink, appearing to be 'A. J. G.', is located in the bottom right corner of the page.

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 not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of ten days' pay in any year, 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 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 a 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 taken the whole of their sick leave entitlement, such untaken sick leave ~~up to a maximum of five days~~ may accumulate into next years sick leave entitlement.

accrue

The maximum number of days that an Employee may ~~have~~ at any one time is fifteen (15) days.

[Handwritten signatures and initials]

10. ROSTERED DAYS OFF

For the purpose of subclause (i) of clause 3, Hours, of the Parent Award "each day worked" shall not include periods of annual leave or any day taken on any other form of leave whether or not the other form of leave is paid or unpaid leave.

That is to say that Employees covered by this Agreement shall only be entitled to accrue a maximum of 12 rostered days off per year of service.

11. CONCESSIONAL DAY

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

12. UNION MEETINGS

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

13. WAGES

13.1. This Agreement increases the Parent Award rate of pay by \$ 19.00 per week and absorbs the \$ 5.00 Industry over Award payment.

CLASSIFICATION	\$ RATE PER WEEK
Transformer Hand	\$ 444.00
General Hand	\$ 420.40

13.2. The Industry Allowance of \$ 38.20 prescribed by subclause (iv) of the Parent Award shall be absorbed into the base rate of pay.

13.3. The Industry Disability Allowance of \$ 6.70 prescribed by subclause (v) of the Parent Award shall be absorbed into the base rate of pay.

13.4 During the currency of this Agreement any StateWage Case decision increase to the Parent Award shall be absorbed into the rates of pay prescribed by this clause.

14. NO EXTRA CLAIMS

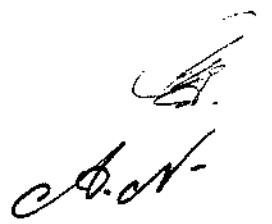
The parties to this Agreement agree that, for the life of this Agreement, there shall be no further claims made.

15. DISPUTES PROCEDURE

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

15.1. Procedures relating to grievances on individual Employees:

- 15.1.1. 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.
 - 15.1.2. 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.
 - 15.1.3. Reasonable time limits must be allowed for discussion at each level of authority
 - 15.1.4. 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.
 - 15.1.5. While a procedure is being followed, normal work must continue.
 - 15.1.6. The Employee may be represented by an Industrial Organisation of Employees.
- 15.2. Procedure for a dispute between the Employer and the Employees:
- 15.2.1. 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.
 - 15.2.2. Reasonable time levels must be allowed for discussion at each level of authority.
 - 15.2.3. While a procedure is being followed, normal work must continue.
 - 15.2.4. 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.

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17. SIGNATORIES

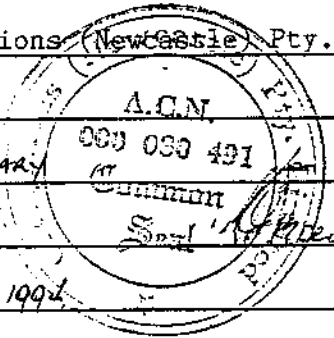
Signed for and on behalf of Cremations (Newcastle) Pty. Ltd.

NAME: BARRY GREEN

TITLE: COMPANY SECRETARY

SIGNATURE: *[Signature]*

DATE: 2 August 1994



WITNESSED BY:

NAME: PETER WILLIS

TITLE: ADMINISTRATION OFFICER

SIGNATURE: *[Signature]*

DATE: 2nd August 1994

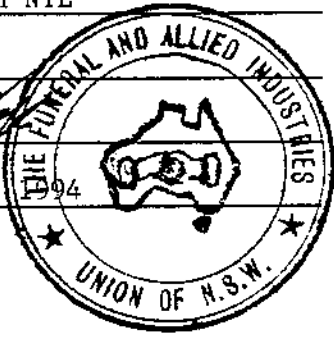
Signed for and on behalf of Employees of Cremations (Newcastle) Pty. Ltd.

NAME: AIDEN WARREN JOSEPH NYE

TITLE: SECRETARY

SIGNATURE: *[Signature]*

DATE: MONDAY, 25th JULY, 1994



WITNESSED BY:

NAME: JAN FIELD

TITLE: VICE PRESIDENT

SIGNATURE: *[Signature]*

DATE: MONDAY, 25th JULY, 1994