

ENTERPRISE AGREEMENT

NO: E.A. 399 /1994

DATE REGISTERED: 10-10-94

PRICE: \$ 14.00

CATHOLIC CEMETERY TRUST, NECROPOLIS

ENTERPRISE AGREEMENT 1994

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this XX th day of March, 1994, in accordance with the provisions of Part 3 Division 2 of the NSW Industrial Relations Act, 1991 between the Catholic Cemetery Trust, Necropolis located at Barnet Avenue, Rookwood, and The Funeral and Allied Industries Union of New South Wales 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 Catholic Cemetery Trust, Necropolis Enterprise Agreement 1994.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope of the Agreement
5. Purpose of Agreement
6. Date and Period of Operation
7. Relationship to Parent Award
8. Duress
9. Sick Leave
10. Rostered Days Off
11. Concessional Day
12. Union Meetings
13. Wages
14. No Extra Claims
15. Disputes Procedure
16. Signatories

N.M.
C.B.T.

3. DEFINITIONS

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

"Agreement" shall mean the Catholic Cemetery Trust, Necropolis Enterprise Agreement 1994.

"Employee" or "Employees" shall mean a person or persons employed by Catholic Cemetery Trust, Necropolis pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" shall mean the Catholic Cemetery Trust, Necropolis.
"Parent Award" shall mean the Cemetery and Crematoria Employees (State) Award.

"the Act" shall mean the NSW 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 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. 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.

9. SICK LEAVE

9.1 A weekly Employee who is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity not due to his 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 twelve 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 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 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 days per year up to a maximum of eight days.

N.M.

C.D.N.

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 days at any one anniversary.

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.

9.5.2 Payment for the attendance bonus shall be at the ordinary weekly rate prescribed by the Parent Award for the classification in which the Employee was employed at the end of the immediately preceding year.

9.6 Except as provided by 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. ROSTERED DAYS OFF

For the purposes 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.

N.M.
[Signature]

13. WAGES

13.1 This Agreement increases the Parent Award rate of pay by 4.7%. Consequently, wage rates of Employees covered by this Agreement are payable as follows:

Classification	\$ Rate per week
Employee engaged in Grave Digging	396.67
General Hand	368.27

13.2 The industry allowance prescribed by subclause (iv) of the Parent Award shall be \$39.50.

13.3 The industry disability allowance prescribed by subclause (v) of the Parent Award shall be \$6.90.

13.4 During the currency of this Agreement any State Wage Case decision increases to the Parent Award shall be absorbed into the rates of pay and allowances 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 of 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.

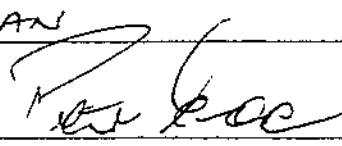
- 15.1.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
 - 15.1.5 While a procedure is being followed, normal work must continue.
 - 15.1.6 The Employee 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.

16. EXHUMATIONS

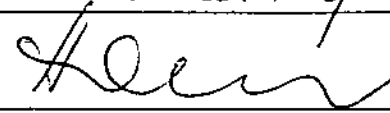
Exhumations may be performed subject to the conditions detailed in the correpondences from the Funeral and Allied Industries Union of NSW to the Chairman of the Cemeteries and Crematoria Association of NSW of 24 September, 1993 and 16 March, 1994.

17. SIGNATORIES

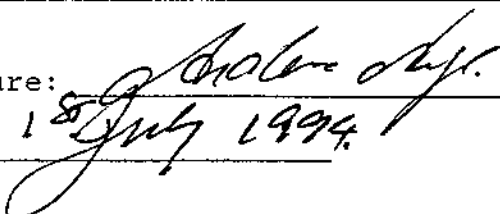
Signed for and on behalf of Catholic Cemetery Trust, Necropolis:

Name: PETER FRANCIS COX
Title: CHAIRMAN
Signature: 
Date: 1/7/94

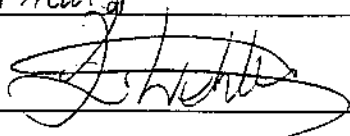
Witnessed By:

Name: HAROLD RAYMOND JOSEPH O'KEEFE
Title: SECRETARY
Signature: 
Date: 1/7/94

Signed for and on behalf of Employees of Catholic Cemetery Trust, Necropolis:

Name: AIDEN WARREN JOSEPH WJE.
Title: SECRETARY.
Signature: 
Date: 18 July 1994

Witnessed by:

Name: TERESA HEWSE
Title: RECEPTIONIST
Signature: 
Date: 1/7/94