

ENTERPRISE AGREEMENT

NO: E.A. 124 /1995

DATE REGISTERED: 11-4-95

PRICE: \$ 14-00

PALMDALE MEMORIAL PARK AND CREMATORIUM PTY. LTD.

TRADING AS

CREIGHTONS, PALMDALE FUNERAL SERVICES ENTERPRISE AGREEMENT, 1995.

Filed with the Industrial Registrar on

A handwritten signature in black ink, appearing to be 'C. H. W.', located in the bottom right corner of the page.

An ENTERPRISE AGREEMENT made this 21st day of February, 1995, in accordance with the provisions of Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 between Palmdale Memorial Park and Crematorium Pty. Ltd. trading as Creightons Palmdale Funeral Services located at Palmdale Road, Ourimbah, 2258 and 37 Mann Street, Gosford, 2250 and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees pursuant to the Funeral Industries (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 Palmdale Memorial Park and Crematorium Pty. Ltd. trading as Creightons Palmdale Funeral Services Enterprise Agreement, 1995.

2. ARRANGEMENT.

1. Title of Agreement.
2. Arrangement.
3. Definitions.
4. Scope of the Agreement.
5. Purpose of the Agreement.
6. Date and Period of Operation.
7. Relationship to Parent Award.
8. Duress.
9. Sick Leave.
10. Concessional Day.
11. Rostered Days Off.
12. Union Meetings.
13. Wages.
14. Starting Point of Work Duties.
15. Hours.
16. Flexibility of Starting Time.
17. Alteration to Definition.
18. Holidays.
19. No extra claims.
20. Disputes Procedure.
21. Signatories.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

DEFINITIONS.

In the course of this Agreement the following definitions shall apply:

"Employer" shall mean the Palmdale Memorial Park and Crematorium Pty. Ltd. trading as Creightons Palmdale Funeral Services Enterprise Agreement, 1995.

"Employees" or "Employees" shall mean a person or persons employed by Palmdale Memorial Crematorium Pty. Ltd. trading as Creightons Palmdale Funeral Services to the Funeral Industries (State) Award.

"Parent Award" shall mean the Palmdale Memorial Park and Crematorium Pty. Ltd. trading as Creightons Palmdale Funeral Services.

"State Award" shall mean the Funeral Industries (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 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.

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 (10) 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. 9.4.1. On the 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.

9.4.2. 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.

9.5. Except as provided by 9.4. above, payment of the cash value of unused sick leave shall not be made.

9.6. For the purpose of 9.1. above, service before the date of coming into force of this Agreement shall be counted as service.

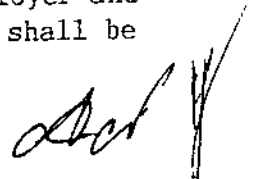
10. CONCESSIONAL DAY.

Employees covered by this Agreement shall not be entitled to the single Concessional Day detailed in paragraph (i) of subclause (i) of Clause 21, Holidays, of the Parent Award.

11. ROSTERED DAYS OFF.

Employees covered by this Agreement shall be entitled to a maximum of eleven (11) Rostered Days Off per year. Such days shall be taken on a Monday to Friday basis.

At the discretion of the Employer and upon mutual agreement between the Employer and Employee, Employees may elect to work on their Rostered Day Off. Such work shall be paid for at the rate of ordinary time.



12. UNION MEETINGS.

Clause 36, 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 by \$ 15.00 per week. Consequently wage rates of Employees covered by this Agreement are as follows:-

<u>CLASSIFICATIONS</u>	<u>\$ RATE PER WEEK</u>
Shopman	\$ 404.70
Conductor	\$ 416.60
Resident Manager	\$ 437.30

13.2. Six (6) months after ratification of this Agreement, the weekly rates paid to all permanent Employees shall be increased by a further ten dollars (\$10.00) per week.

13.3. Twelve (12) months after ratification of this Agreement, the weekly rates paid to all permanent Employess shall be increased by a further ten dollars (\$10.00) per week.

13.4. Eighteen (18) months after ratification of this Agreement, the weekly rates paid to all permanent Employees shall be increased by a further five dollars (\$5.00) per week.

13.5. The Industry Allowance prescribed by subclause (vii) of Clause 5, Wages, of the Parent Award shall be \$ 29.50

13.6. The Industry Disability Allowance prescribed by subclause (viii) of Clause 5, of the Parent Award shall be \$ 7.15.

14. STARTING POINT OF WORK DUTIES.

Employees may be directed by the Employer to commence his/her duties at their Gosford Branch or Palmdale Branch. Where possible mutual agreement should be reached on this issue between the Employer and the Employee.

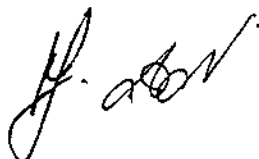
15. HOURS.

Delete existing Award provision, subclause (i) (a) of Clause 3, Hours, and replace with the following:-

"The 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 6.30 a.m. and 6.30 p.m."

16. FLEXIBILITY OF STARTING TIME.

Starting and finishing times shall be determined by the Employer at ceasing time the day before.



17. ALTERATION TO DEFINITION.

Delete from Clause 19, Definitions, of the Parent Award, subclause (xvi) "Funerals" and replace with:-

"Funeral shall mean the conveying of a casket containing a body of a deceased person from any place direct to a Cemetery or Crematorium for the purpose of interring or cremating the remains."

18. HOLIDAYS.

The following days shall be Holidays and shall be closed and free from Funeral Work. New Years Day, Australia Day, Good Friday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.

19. NO EXTRA CLAIMS.

During the life of this Agreement, any State Wage Case Decision increases to the Parent Award shall not apply to Employees covered by this Agreement, subject to the provisions of the Industrial Relations Act, 1991, that shall prevail.


20. DISPUTES PROCEDURE.

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

20.1. Procedures relating to grievances on individual Employees:

- 20.1.1. 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.
- 20.1.2. 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.
- 20.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
- 20.1.4. 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.
- 20.1.5. While a procedure is being followed, normal work must continue.
- 20.1.6. The Employee may be represented by an Industrial Organisation of Employees.

20.2. Procedure for a dispute between the Employer and Employees:

- 20.2.1. 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.
 - 20.2.2. Reasonable time limits must be allowed for discussion at each level of authority.
 - 20.2.3. While a procedure is being followed, normal work must continue.
 - 20.2.4. 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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21. SIGNATORIES.

Signed for and on behalf of Palmdale Memorial Park and Crematorium Pty. Ltd. trading as Creightons, Palmdale Funeral Services.

NAME: RAYMOND JOHN JOHNSON
TITLE: MANAGING DIRECTOR
SIGNATURE: *R. Johnson*
DATE: 21st FEBRUARY, 1995

WITNESSED BY: *[Signature]*

NAME: CRAIG C. MACDONALD
TITLE: COMPANY DIRECTOR
SIGNATURE: *C.C. MacDonald*
DATE: 21st FEBRUARY, 1995

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

NAME: AIDEN WARREN JOSEPH NYE
TITLE: SECRETARY
SIGNATURE: *Aiden Nye*
DATE: 21st FEBRUARY, 1995

WITNESSED BY;

NAME: JAN FIELD
TITLE: VICE PRESIDENT
SIGNATURE: *Jan Field*
DATE: 21st FEBRUARY, 1995