

ENTERPRISE AGREEMENT

NO: E.A. 414 /1995

DATE REGISTERED: 7-12-95

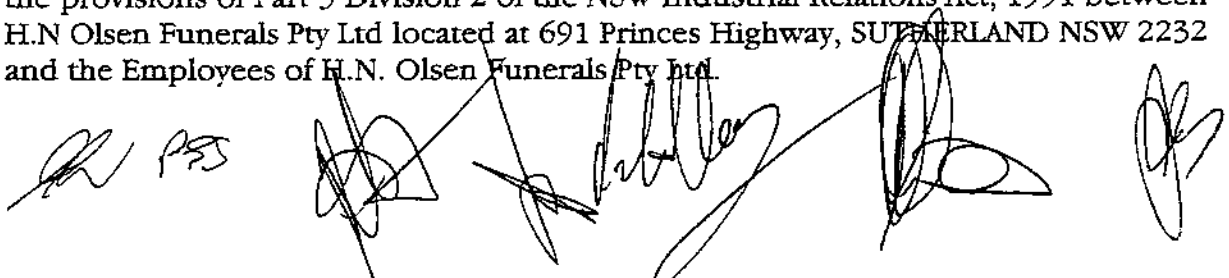
PRICE: \$ 78 - 00

H.N. OLSEN FUNERALS PTY LTD

ENTERPRISE AGREEMENT 1995

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this the day of August 1995, in accordance with the provisions of Part 3 Division 2 of the NSW Industrial Relations Act, 1991 between H.N Olsen Funerals Pty Ltd located at 691 Princes Highway, SUMNERLAND NSW 2232 and the Employees of H.N. Olsen Funerals Pty Ltd.

The image shows five handwritten signatures in black ink, arranged horizontally below the text. The signatures are stylized and vary in complexity, representing the legal representatives of the company and the employees.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT

This Agreement shall be known as the H.N. Olsen Funerals Pty Ltd Enterprise Agreement 1995.

2. ARRANGEMENT

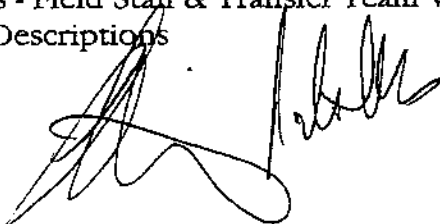
1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope of the Agreement
5. Purpose of Agreement
6. Date and Period of Operation
7. Relationship to Parent Award
8. Duress
9. Sick Leave
10. Hours of Work
11. Wages
12. Lunch Period
13. Payment of Wages
14. Casual Employment
15. Part-time Employment
16. Annual Review of Wages
17. Absorption
18. Staff Incentive Fund
19. Rest and Recreation Fund
20. Overtime
21. Call Back
22. On-Call
23. Annual Leave
24. Annual Leave Loading
25. Long Service Leave
26. Sundays and Public Holidays
27. Mobile Phones
28. Superannuation
29. Work Flexibility
30. Conducting/Arranging Funerals
31. Disputes Procedure
32. Date of Registration
33. Signatories


APPENDIX 1 - General Duties - Field Staff & Transfer Team Work

APPENDIX 2 - Classification Descriptions

 P35









PK

3. DEFINITIONS

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

"Agreement" shall mean the H.N. Olsen Funerals Pty Ltd Enterprise Agreement 1995.

"Employee" or "Employees" shall mean those Employees covered by the Parent Awards.

"Casual Employee" shall mean an Employee engaged and paid as such.

"Company" shall mean H.N. Olsen Funerals Pty Ltd.

"Full-Time Employee" shall mean an Employee engaged and paid as such and who works a maximum of 40 ordinary hours per week.

"Parent Awards" shall mean the Funeral Industries (State) Award and the Clerks (State) Award.

"Part-Time Employee" shall mean an Employee engaged and paid as such and who is required to work a constant number of ordinary hours, being less than those worked by full-time Employees.

"Average" shall mean an average of hours worked per week across 52.14 weeks of the year.

"The Act" shall mean the NSW Industrial Relations Act, 1991.

"Workplace" shall mean H.N.Olsen Funerals Pty Ltd located at: 691 Princess Highway Sutherland NSW 2232, 172 Willerong Road Carringbah NSW 2228 and 118 Durham Street Hurstville NSW 2220.

4. SCOPE OF THE AGREEMENT


This Agreement shall apply to those Employees covered by the Parent Awards.

5. PURPOSE OF AGREEMENT

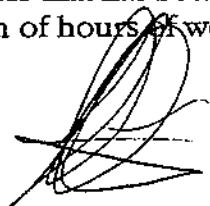
The purpose of this Agreement is to regulate wholly the conditions of employment of Employees employed by the Company.

6. DATE AND PERIOD OF OPERATION


This Agreement shall operate from the date of registration and shall remain in force for a period of 36 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.

 PPS











PH

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall regulate wholly the terms and conditions of employment of Employees employed by the Company, where the Parent Awards would otherwise have application.

8. DURESS

This Agreement was not entered into under duress by any party to it.

9. SICK LEAVE -

9.1 A Full-time Employee who is unable to attend for duty during his 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 5 days in any year of service with the same Company, 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 Company 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 Company such evidence as the Company 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 public holiday or a period where the Employee was not rostered to work.

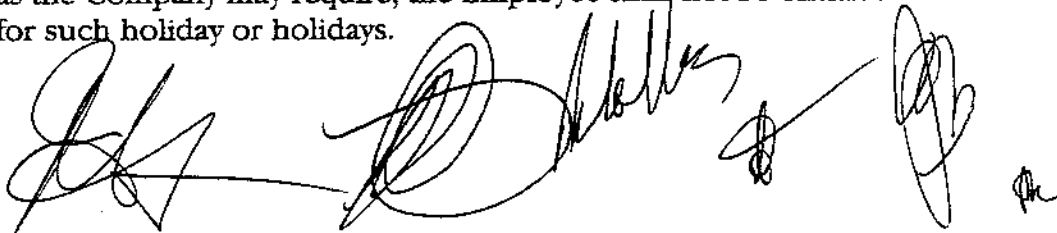
Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following: ..

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 Company's consent, or in the absence of evidence as the Company may require, the Employee shall not be entitled to payment for such holiday or holidays.

AKS PPS



- 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 up to a maximum of 15 days.
- 9.5 This clause shall apply to Part-time Employees on a proportionate basis.

10. HOURS OF WORK

- 10.1 The ordinary hours of employment shall be a maximum of 40 hours per week Monday to Sunday, 6.00 a.m. to 8.00 p.m.
- 10.2 It is recognised that one person is to be on duty in the Administration area of each workplace between the hours of 9.00 a.m. and 4.00 p.m. Monday to Friday, for the purpose of answering account enquiries.
- 10.3 At each workplace, office core hours are 9.00 a.m. to 4.00 p.m., any Employee rostered for duty during these hours must work an 8^h hour shift, unless directed by the Company to do otherwise.
- 10.4 It is agreed that during office hours at each workplace, Employees are required to remain on the premises at all times, this includes during any lunch or rest breaks. Employees are compensated for this requirement in accordance with Clause 11 - Wages of this agreement.
- 10.5 All Employees are required to perform their work in accordance with the roster at each workplace.

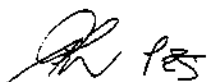
11. WAGES

- 11.1 The wage rates agreed in this agreement for the classifications are as follows:

11.1.2 Administrative Staff

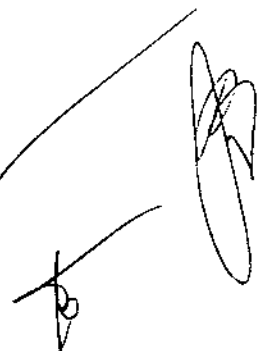
Administrative Assistant (Grade 1)	= \$490.00 per week
Administrative Assistant (Grade 2)	= \$402.50 per week
Administrative Assistant (Grade 3)	= \$392.50 per week

- 11.1.2.1 Administration Assistant Skill Allowance: This amount shall be determined by mutual agreement between the Company and the Employee.

 PES









11.1.3 Senior Staff ("Managers")

Manager - "Co-ordination Services" = \$3,080.00 per month

Manager - "Funeral Services" = \$2,803.00 per month

Duty Manager = \$2,547.00 per month

11.1.3.1 Senior Staff Skill Allowance: This amount shall be determined by mutual agreement between the Company and the Employee.

11.1.3.2 The rates of pay contained in 11.1.3 above compensates Senior Staff Managers for the requirement to work an average of 12 hours overtime per week when required.

11.1.4 Embalmers

11.1.4.1 Embalmer = \$536.00 per week

11.1.4.2 It is recognised that the above wage compensates for any allowances prescribed by the Parent Award and includes, industry disability allowance, overdated bodies, leave loadings, rostered days off and the requirement of Employees to remain at work during the lunch period.

11.1.4.3 The following allowances will be paid in addition to the above wage:

Embalmers Skill Allowance = This amount shall be determined by mutual agreement between the Company and the Employee.

11.1.4.4 Body Preparation Allowance

The following allowance(s) will be paid on a case by case basis and the amounts will be determined by mutual agreement between the Company and each Employee.

11.1.4.4.1 Temporary/Cosmetic Preparation = (\$ per preparation)

11.1.4.4.2 Autopsy = (\$ per Autopsy)

11.1.4.4.3 Full Arterial Preparation = (\$ per preparation)

Handwritten initials: P25

Handwritten signature

Handwritten signature and initials

11.1.4.4.4 Certified Embalm:
(\$ per Certified Embalm)

11.1.4.5 Assistant Embalmer = \$490.00 per week.

It is recognised that the above wage compensates for any allowances prescribed by the Parent Award and includes, industry disability allowance, dressings, overdated bodies, leave loadings, rostered days off and the requirement of Employees to remain at work during the lunch period.

11.1.4.6 The following allowances will be paid in addition to the above wage.

11.1.4.7 Assistant Embalmer skill allowance = This amount shall be determined by mutual agreement between the Company and the Employee.

11.1.4.8 Body Preparation Allowance

The allowances prescribed in subclauses 11.1.4.4.1 and 11.1.4.4.2 shall apply to an Assistant Embalmer where applicable.

11.1.5 Arranging Consultants

11.1.5.1 Arranger/Consultant = \$490.00 per week

11.1.5.2 It is recognised that the above wage compensates for any allowances prescribed by the Parent Award and includes industry disability allowance, leave loadings, rostered days off and the requirement of Employees to remain at work during the lunch period.

11.1.5.3 Arranging Consultant Skill Allowance: This amount shall be determined by mutual agreement between the Company and the Employee.

11.1.6 Funeral Assistant (Hearse Driver/Bearer/Mourning Car Driver)

11.1.6.1 Funeral Assistant (Hearse Driver/Bearer/Mourning Car Driver) = \$415.00 per week.

11.1.6.2 It is recognised that the above wage compensates for any allowances prescribed by the Parent Award and includes industry disability allowance, leave loadings, rostered days off and the requirement of Employees to remain at work during the lunch period.

11.1.6.3 Funeral Assistant (Hearse Driver/Bearer/Mourning Car Driver) Skill Allowance

[Handwritten signatures and initials are present at the bottom of the page, including 'R 125', 'P 125', and several illegible signatures.]

This amount shall be determined by mutual agreement between the Company and the Employee.

11.1.7 Skill Allowance

- 11.1.7.1 The Skill Allowance prescribed by this clause shall be payable each week in addition to the wages for the classifications referred to in this clause.
- 11.1.7.2 The Skill Allowance shall not be payable where work is performed in accordance with Clause 20 - Overtime, Clause 21 - Call-Back and Clause 22 - On-Call.
- 11.1.7.3 The Skill Allowance is paid in recognition of qualifications and the acquirement of practical skills. The Skill Allowance shall be determined at all times by mutual agreement between the Company and the Employee.

12. LUNCH PERIOD

- 12.1 It is agreed that due to the flexible nature of our business, Employees may be required to remain at work during the lunch period.
- 12.2 Where an Employee is required to remain at work during the lunch period, the Employee shall have their lunch period at some other time to ensure the smooth running of the Company's operational requirements.
- 12.3 The rates of pay contained in Clause 11 - Wages of this Agreement compensate Employees for the need to remain at work when required during the lunch period.
- 12.4 It is agreed that where an Employee remains at work during their lunch period, the time so spent at work for the purpose of the lunch period shall not be counted as time worked for the purpose of this Agreement.
- 12.5 For the purpose of this clause, the lunch period shall always consist of one hour.
- 12.6 This clause shall only apply where work is performed during ordinary hours in accordance with Clause 10 - Hours of Work of this Agreement.

13. PAYMENT OF WAGES

- 13.1 All employees (excluding Senior Staff) shall be paid weekly on a day nominated by the Company.
- 13.2 Senior Staff shall be paid monthly on a day nominated by the Company, subject to s.172 of the Industrial Relations Act 1991.

- 13.3 All wages shall be paid by Electronic Funds Transfer into an account of a Financial Institution nominated by the Employee.

14. CASUAL EMPLOYMENT

- 14.1 Where an Employee is engaged as a Casual Employee, such Employee shall be paid at an hourly rate equal to the appropriate weekly rate prescribed by Clause 11 - Wages of this Agreement divided by 40.
- 14.2 In addition to the hourly rate prescribed in 14.1 above, a Casual Employee shall be entitled to a 15% casual loading.
- 14.3 The loading prescribed in 14.2 above shall be paid to compensate Casual Employees for the lack of benefits which Full-time and Part-time Employees are entitled to and for the fact that no further work can be guaranteed after each start.
- 14.4 In addition to the loading prescribed in 14.2 above, casual employees shall be entitled to 1/12 pro rata holiday pay pursuant to the Annual Holidays Act, 1944.
- 14.5 Casual Employees shall be paid a minimum engagement of 1 hour for each start.
- 14.6 It is agreed that the Skill Allowance prescribed by Clause 11 - Wages of this Agreement, shall apply to casual Employees. The amount payable shall be determined by mutual agreement between the Company and the Employee.

15. PART-TIME EMPLOYMENT

- 15.1 Where an Employee is engaged on a part-time basis, such Employee shall be paid at the rate of 1/40th of the base weekly rate for the classification in which they are employed, as prescribed by Clause 11 of this agreement.
- 15.2 A Part-time Employee shall be entitled to the same conditions of employment prescribed by this agreement that a Full-time Employee is entitled to, provided that a Part-time Employee shall only be entitled to such conditions of employment on a proportionate basis, as a part-time Employee's ordinary hours of work bear to a Full-time Employee's ordinary hours of work. It is agreed that Clause 19 - Rest and Recreation Fund shall not apply to Part-time Employees.

- 15.3 It is agreed that a Part-time Employee may be required to perform ordinary hours of work up to a maximum of 40 hours per week and not more than 8 hours on any one day, without the payment of overtime.

- 15.3.1 Any additional hours worked in accordance with subclause 15.3 above shall be paid for at ordinary time rates in accordance with Clause 11 - Wages of this Agreement.

- 15.3.2 Overtime shall apply in situations where additional hours are worked before 6.00 a.m. or after 8.00 p.m. or where hours are worked in excess of 8 hours in a day between the times of 6.00 a.m. and 8.00 p.m. in accordance with Clause 20 - Overtime of this Agreement.

16. ANNUAL REVIEW OF WAGES

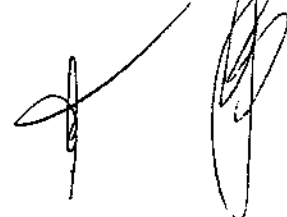
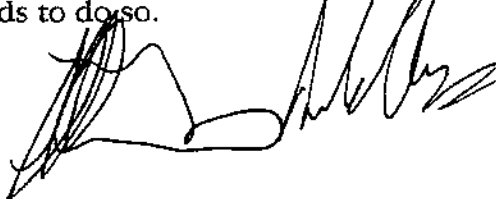
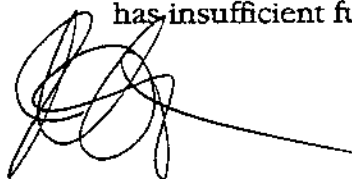
- 16.1 The Company will review wages on an annual basis.
- 16.2 If wages are to be reviewed, such review shall take place on and from the first pay period to commence on or after 1 September of each year of this agreement.
- 16.3 An individual performance review of each Employee will take place prior to 31 July of each year of this agreement.
- 16.4 Any review of wages will be at the discretion of the Company and are subject to individual work performance and the performance of the Company as a whole.

17. ABSORPTION

It is agreed that 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 Agreement.

18. STAFF INCENTIVE FUND

- 18.1 An amount per funeral service (the amount to be determined by the Company) will be placed into a fund called the "Staff Incentive Fund" as an incentive for all staff to work efficiently and as a team.
- 18.2 The total amount paid in any year will not exceed the amount contained in the fund.
- 18.3 Additional funds may be paid into the fund at the discretion of the Company.
- 18.4 The incentive will be distributed to Employees on the basis of individual job performance at the discretion of the Company.
- 18.5 It is agreed that it is the Company's right not to make an incentive payment to an Employee, if job performance has been below standard and/or the Company has insufficient funds to do so.



19. REST AND RECREATION FUND

- 19.1 For each Full-time Employee, a rest and recreation fund (the "fund") will be established upon the 1st July of each year of their employment.
- 19.2 The total number of days which can be in the fund for each Employee, at any one time is 19 days.
- 19.3 The days in clause 19.2 above, may be taken on a needs basis with the mutual agreement of the Company.
- 19.4 Any untaken days will be paid out at the 1st July of each year as a bonus.

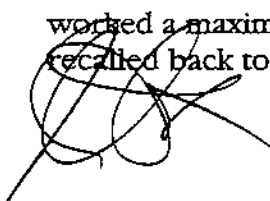
20. OVERTIME

- 20.1 This clause shall not apply to Senior Staff "Managers" referred to in subclause 11.1.3 of this agreement, except where such employees are required to work more than an average of 12 hours overtime per week.
- 20.2 Overtime means time worked with the authorisation of the Company beyond the ordinary hours of work specified in clause 10, Hours of Work, of this agreement.
- 20.3 Overtime shall be paid for all time worked outside of 6.00 a.m. to 8.00 p.m. Monday to Sunday and where any hours are worked in excess of 8 hours on a day.
- 20.4 Overtime shall be paid as follows:
- All overtime worked between 6.00 a.m. and 8.00 p.m. shall be paid for at the rate of time and one half.
 - All overtime worked beyond 8.00 p.m. and before 6.00 a.m. shall be paid at the rate of double time.
- 20.5 It is agreed for the purpose of this clause that each day shall stand alone.

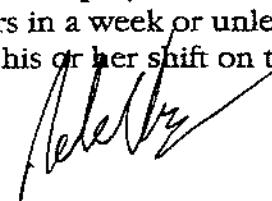
21. CALL BACK

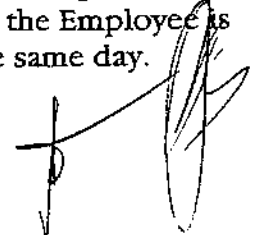
- 21.1 Where a Full-time Employee has worked a maximum of 40 ordinary hours in a week and the Employee is recalled to work, such Employee shall be paid at the rate of double time for all time so worked. Provided that a minimum payment of one hour on each occasion shall apply.
- 21.2 This clause shall not apply to a Part-time Employee unless the Employee has worked a maximum of 40 ordinary hours in a week or unless the Employee is recalled back to work after performing his or her shift on the same day.


RES











22. ON-CALL

- 22.1 It is agreed that all Employees (excluding Administrative Staff) may be required to be "On-Call" for the purpose of working the On-Call Roster.
- 22.2 For the purpose of this clause the "On-Call Roster" shall mean the Duty Manager Roster, the Arranger Roster or, the Transfer Team Roster. "On-Call" shall mean where an Employee is required to remain on stand-by and at short notice, perform work in accordance with the On-Call Roster where required.
- 22.3 An Employee required by the Company to work on the On-Call Roster and remain "On-Call" shall be paid an "On-Call" allowance of \$70.00 per week. Provided that this allowance shall not apply for all purposes of this Agreement.
- 22.4 The "On-Call" allowance provided for in subclause 22.3 shall not apply to Senior Staff referred to in subclause 11.1.3 of Clause 11 - Wages. It is agreed that the rates of pay contained in the said subclause 11.1.3 shall compensate Senior Staff for the requirement to work the On-Call Roster.
- 22.5 Where an Employee is required to perform work in accordance with the On-Call Roster, Clause 21 - Call Back shall apply.

23. ANNUAL LEAVE

See Annual Holidays Act 1944.

24. ANNUAL LEAVE LOADING

The base wage as contained in clause 11 of this Agreement incorporates any entitlement for annual leave loading contained in the Parent Awards.

25. LONG SERVICE LEAVE

See Long Service Leave Act 1955.

26. SUNDAYS AND PUBLIC HOLIDAYS

- 26.1 Any time worked on a Sunday which is outside of 6.00 a.m. to 8.00 p.m. shall be paid at the rate of double time.
- 26.2 Any time worked on a public holiday shall be at the rate of double time. This clause shall not apply to Senior Staff "Managers" referred to in subclause 11.1.3 of clause 11 - Wages of this Agreement.

Handwritten signatures and initials at the bottom of the page, including a signature with '155' written below it, and several other illegible signatures.

27. MOBILE PHONES

- 27.1 It is recognised that the salaries prescribed in 11.1.3 of this Agreement incorporate the requirement of the Manager Co-ordination Services, Manager - Funeral Services and the Rostered Duty Manager to have in their possession a mobile telephone at all times on a 24 hour basis for Company business.
- 27.2 The mobile phone supplied to each Manager may be used for personal calls on the basis that such use does not interfere with normal Company business.
- 27.3 Managers will be supplied with a mobile phone. However, each mobile phone supplied will remain the property of the Company. It is the Company's right to remove a mobile phone from a Manager and re-direct its use for any other purpose.
- 27.4 It is agreed that no Employee will use their own private mobile phone in the workplace, while on duty.
- 27.5 Any STD or ISD calls which are not work related, must be approved by the Company prior to such call(s) being made.

28. SUPERANNUATION

28.1 Definitions

"Ordinary Time Earnings" shall mean an Employee's base wage and shall include in addition thereto any skill allowance paid in addition to the said base wage. Any other payment of any nature whatsoever shall not form part of ordinary time earnings.

"SGAA" shall mean the Superannuation Guarantee (Administration) Act 1992, as amended from time to time and any regulation accompanying the SGAA.

28.2 Entitlement

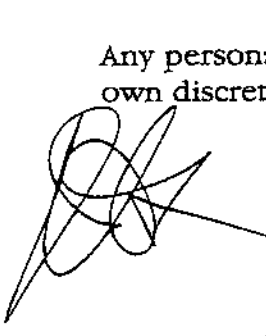
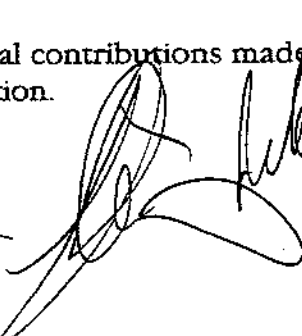
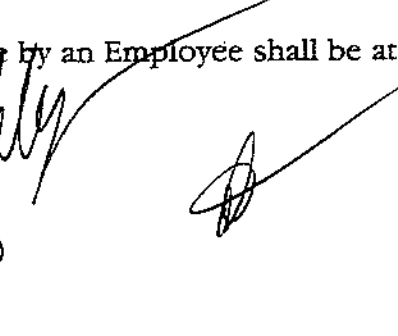
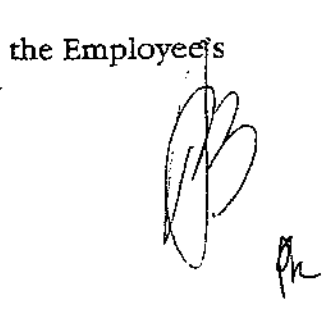
All superannuation contributions made on behalf of Employees shall be paid in accordance with the SGAA. Such contributions shall be based on the minimum charge percentage as prescribed by the SGAA from time to time.

28.3 Personal Contributions

Employees are encouraged to make their own personal contributions in addition to the contributions made by the Company.

Any personal contributions made by an Employee shall be at the Employee's own discretion.


RES

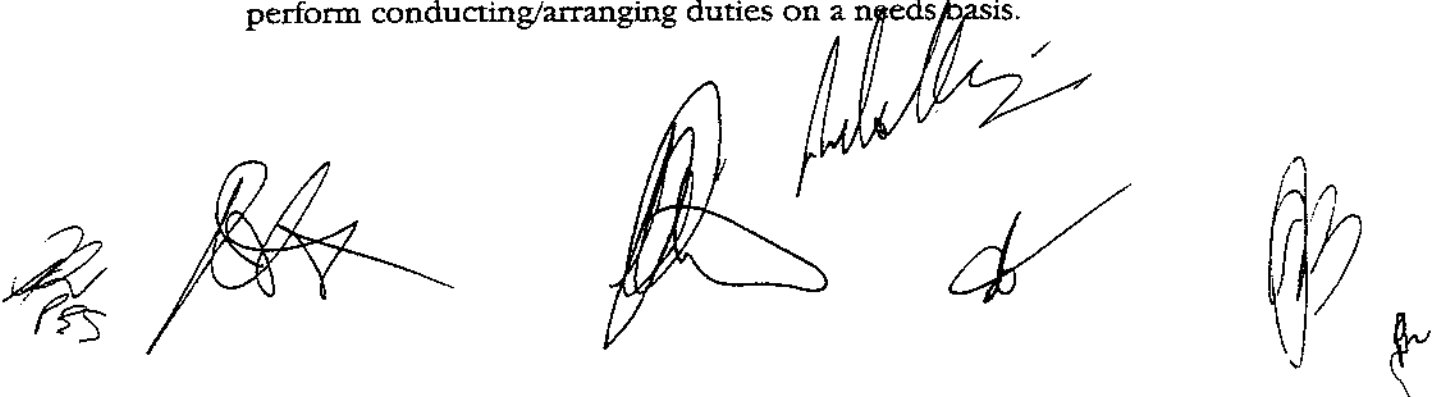
29. WORK FLEXIBILITY

- 29.1 It is agreed that Employees covered by this agreement shall carry out any duties as may be directed by the Company from time to time, subject to the limits of their skills and competence.
- 29.2 It is recognised that a flexible approach towards work arrangements is necessary for our Company, to enable us to provide a high level of customer service and to give each Employee a broad exposure to new skills and different types of work.
- 29.3 It is agreed that Employees will be required to perform duties other than those contained in their classification descriptions in accordance with this clause.

30. CONDUCTING/ARRANGING FUNERALS

- 30.1 All Employees having regard to their level of skills and competence may be required to perform conducting/arranging duties at short notice in accordance with Clause 28 - Work Flexibility.
- 30.2 Where an Employee is required to perform conducting/arranging duties for the time that such duties are performed, an Employee shall be paid as follows:
- 30.2.1 The rate of pay for a conductor/arranger on a proportionate basis as to the number of hours of conducting/arranging duties so performed.
- 30.2.2 This rate shall only be paid where the rate of pay normally paid to the Employee for ordinary hours of work is less than the rate of pay prescribed for a conductor/arranger in accordance with clause 11 - Wages.
- 30.2.3 The rate of pay for a conductor/arranger shall be paid on a proportionate basis in lieu of the Employee's normal rate of pay, for the time that such conducting/arranging duties are performed.
- 30.3 This clause shall not apply to Senior Staff "Managers" referred to in subclause 11.1.3 of clause 11 - Wages of this agreement.

It is recognised that the rates contained in subclause 11.1.3 of clause 11 - Wages of this agreement, compensate such Employees for the requirement to perform conducting/arranging duties on a needs basis.



31. DISPUTES PROCEDURE

The procedure for the resolution of industrial disputation shall be as follows:

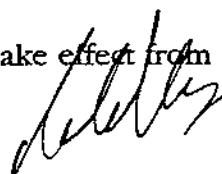
31.1 Procedures relating to grievances of individual Employees:

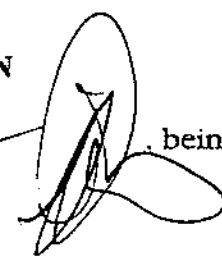
- 31.1.1 The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
- 31.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 31.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 31.1.4 At the conclusion of the discussion, the company must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- 31.1.5 While a procedure is being followed, normal work must continue.
- 31.1.6 Where a grievance remains unresolved the following process shall be instigated.
 - 31.1.6.1 A grievance Committee will be established consisting of 2 nominated Employee representatives and 2 representatives nominated by the Company.
 - 31.1.6.2 The Grievance Committee shall investigate the grievance and implement procedural steps to resolve the grievance.
 - 31.1.6.3 The Grievance Committee shall meet with the Employee and inform them of their decision within one week from the date the grievance was initially referred to the Committee.
 - 31.1.6.4 If the grievance remains unresolved once the procedural steps have been followed, either party may apply to the Industrial Relations Commission of New South Wales for assistance.

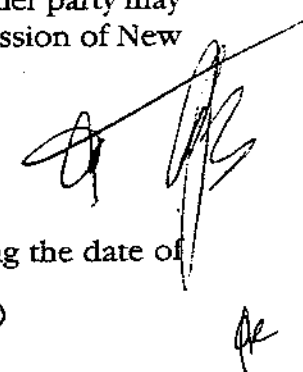
32. DATE OF REGISTRATION

This enterprise agreement shall take effect from _____ being the date of registration.


RES






AR

- 31.1.4 At the conclusion of the discussion, the Company must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- 31.1.5 While a procedure is being followed, normal work must continue.
- 31.1.6 Where a grievance remains unresolved the following process shall be instigated.
 - 31.1.6.1 A Grievance Committee will be established consisting of 2 nominated Employee representatives and 2 representatives nominated by the Company.
 - 31.1.6.2 The Grievance Committee shall investigate the grievance and implement procedural steps to resolve the grievance.
 - 31.1.6.3 The Grievance Committee shall meet with the Employee and inform them of their decision within one week from the date the grievance was initially referred to the Committee.
 - 31.1.6.4 If the grievance remains unresolved once the procedural steps have been followed, either party may apply to the Industrial Relations Commission of New South Wales for assistance.

32. DATE OF REGISTRATION

This enterprise agreement shall take effect from the first pay period to commence on or after 1995.

33. SIGNATORIES

Signed for and on behalf of H.N Olsen Funerals Pty Ltd:

Name: PETER FREDERICK KEUAWAY

Title: MANAGING DIRECTOR

Signature: [Handwritten Signature]

Date: 30.8.1995



Witnessed By: MATTHEW HOWARD PAUL DANIEL

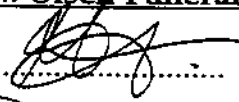
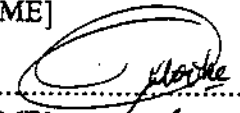
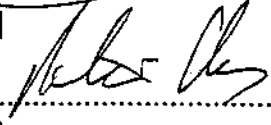

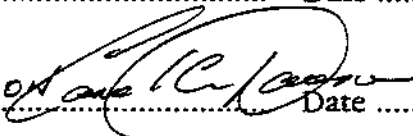
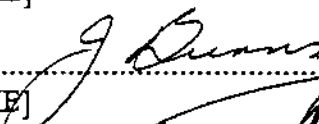
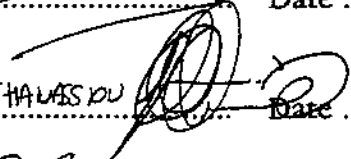
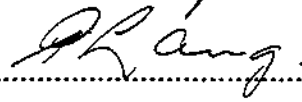
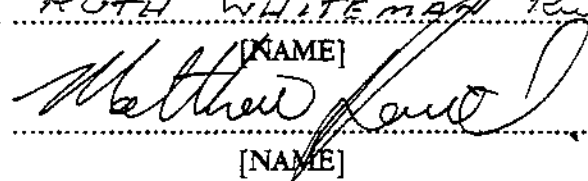
Name: MATTHEW HOWARD PAUL DANIEL

Title: M.A.I.E. M.B.I.E

Signature: [Handwritten Signature]

Date: 30/8/95

Signed by the "Employees" of H.N. Olsen Funerals Pty Ltd

1. J. D. ATHANASSIOU  Date 30/8/95.
[NAME]
2. J. R. COOKE  Date 30/8/95
[NAME]
3. PETER HAY  Date 30/8/95
[NAME]
4. BARRIE WELLS  Date 30-8-95
[NAME]
5. PATRICIA ^[NAME] STINNER ^{P-E Skinner} Date 30.8.95
[NAME]
6. CAROL ANN DANSON  Date 30TH AUG. 95
[NAME]
7. NERRILYN STEPHENSON ^{N. Stephenson} Date 30th Aug. '95
[NAME]
8. JOY BURNS  Date 30/8/95
[NAME]
9. GEORGE NICHOLAOS ATHANASSIOU  Date 30/08/95
[NAME]
10. PEG HANB  Date 30.8.95
[NAME]
11. RUTH WHITEMAN ^{R. Whiteman} Date 30.8.95
[NAME]
12.  Date 30.8.95
[NAME]
13. _____ Date _____
[NAME]
14. _____ Date _____
[NAME]

APPENDIX 1 - GENERAL DUTIES - FIELD STAFF

GENERAL DUTIES

These duties apply to all field staff:

WHEN YOU ARRIVE AT WORK

- (a) Read the "WORK-SHEET" and understand your duties for the day.
- (b) Get the preliminary work done with team spirit - cleaning cars, boxing bodies, viewing preparation, inscribing name plates, etc.
- (c) Be prepared EARLY to leave on your assigned funerals.

ON THE FUNERAL

- (a) You represent the Company immediately you leave the work area, so keep a neat appearance AT ALL TIMES.
- (b) The Conductor is "Boss" of his/her funeral and staff are expected to comply with his/her wishes and instructions when given.
- (c) The driver is responsible for his/her vehicle on the job, please keep it clean AT ALL TIMES.
- (d) Make sure the mobile phone is working at all times while on the job.
- (e) Make sure appearance is neat at all times, dress, hair, shoes, KEEP SUITS CLEAN AND PRESSED.

DRESS FOR THE JOB

- (a) Suits with waistcoat on all funerals. Coats to be put on prior to leaving workplace.
- (b) Use jackets on transfers with old suit trousers/home transfers - suits are to be worn.
- (c) Old work clothes around the yard may be worn.

WORK AREA STANDARDS

- (a) Hose out yard daily.
- (b) Garbage to be placed in plastic bags and placed in collection bins.
- (c) Contaminated waste from Mortuary to be sealed in plastic bags.
- (d) Mortuary (work area) to be washed DAILY with hospital-grade disinfectant.
- (e) Lunch room to be kept clean at all times.
- (f) Casket-room to be kept clean at all times.
- (g) On completion of work and before leaving for home, park cars, (turn mobiles off) lock Mortuary, lock shutters, windows, etc.
DON'T LEAVE THIS TO THE DUTY OFFICER.
- (h) Keep MORTUARY ROLLER SHUTTER CLOSED AT ALL TIMES. This is an instruction by the REGIONAL HEALTH INSPECTOR!

MORTUARY AREA

- (a)
 - 1. Mortuary work area to be kept clean at all times and washed daily.
 - 2. Mortuary trays to be cleaned after use each time.
 - 3. Mortuary (body storage) to be cleaned weekly with hospital grade disinfectant.
 - 4. Mortuary shelving to be disinfected on a regular weekly basis.
- (b) Viewing/Embalming equipment and instruments to be cleaned, replaced and disinfected after every use.
- (c) All bodies are to be bagged and sealed if cause of death unknown or in doubt.
- (d) Transfer cards to be completed in every detail by persons responsible and name tag placed on every body transferred.

Company VEHICLES/EQUIPMENT

- (a) Treat vehicles with respect at all times.
- (b) Clean rubbish out of vehicles after use.
- (c) Fill vehicles with petrol, check oil, water etc. on a daily basis.
- (d) Transfer vehicle (005) to be cleaned weekly and washed out with hospital grade detergent.

WORK AREA STANDARDS

- (a) Hose out yard daily.
- (b) Garbage to be placed in plastic bags and placed in collection bins.
- (c) Contaminated waste from Mortuary to be sealed in plastic bags.
- (d) Mortuary (work area) to be washed DAILY with hospital-grade disinfectant.
- (e) Lunch room to be kept clean at all times.
- (f) Casket-room to be kept clean at all times.
- (g) On completion of work and before leaving for home, park cars, (turn mobiles off) lock Mortuary, lock shutters, windows, etc.
DON'T LEAVE THIS TO THE DUTY OFFICER.
- (h) Keep MORTUARY ROLLER SHUTTER CLOSED AT ALL TIMES. This is an instruction by the REGIONAL HEALTH INSPECTOR!

MORTUARY AREA

- (a)
 1. Mortuary work area to be kept clean at all times and washed daily.
 2. Mortuary trays to be cleaned after use each time.
 3. Mortuary (body storage) to be cleaned weekly with hospital grade disinfectant.
 4. Mortuary shelving to be disinfected on a regular weekly basis.
- (b) Viewing/Embalming equipment and instruments to be cleaned, replaced and disinfected after every use.
- (c) All bodies are to be bagged and sealed if cause of death unknown or in doubt.
- (d) Transfer cards to be completed in every detail by persons responsible and name tag placed on every body transferred.

Company VEHICLES/EQUIPMENT

- (a) Treat vehicles with respect at all times.
- (b) Clean rubbish out of vehicles after use.
- (c) Fill vehicles with petrol, check oil, water etc. on a daily basis.
- (d) Transfer vehicle (005) to be cleaned weekly and washed out with hospital grade detergent.

- (e) Report any vehicle problems immediately!!
- (f) Respect Company property and equipment. Loss and/or wilful damage will be charged to the responsible person(s).
- (g) Transfer vehicle (005) to be re-stocked by call team on completion of call week.
- (h) Employees are required to drive any Company vehicle in a safe and responsible manner.

OFFICE AND RECEPTION AREAS

- (a) The Reception area is for customers.
- (b) To enable office staff to get through the work-load with minimal interruption and confusion, keep away from this area unless you require information.
- (c) If you want to use the phone for personal reasons please ask.
- (d) Do not take paperwork from office, under any circumstances.
- (e) Do not congregate in the co-ordinators office - use window in tea room for information & messages.

The success of our Company is dependent on our presentation and the impression that you give to customers and friends attending funerals. Remember to be neat in appearance, helpful, understanding and punctual at all times.

REMEMBER

(a) DRINKING ON THE JOB

1. Alcoholic drinks are not allowed on the job, and during working hours or on call out, after hours.
2. If you are called out to transfers and you have been drinking do NOT drive. Your presentation at all times is a reflection on our Company IMAGE.

(b) FLOWERS FROM FUNERALS

These are the property of the family and friends. Staff are instructed NOT TO TAKE FLOWERS HOME under any circumstances.

TRANSFER PROCEDURE

- (a) Check requirements with office before leaving!
- (b) Check papers before leaving place of transfer for correctness of detail.
- (c) Check for valuables on body - record and receipt.

- (d) Tag and place name on body & bag as per Health Department regulations!
- (e) Complete mortuary register on return with body.
- (f) Don't forget the alarm.
- (g) If you have a bad transfer always feel free to contact our Counsellors for debriefing.

APPENDIX 2 - CLASSIFICATION DESCRIPTIONS

POSITION:	<u>MANAGER - FUNERAL SERVICES</u>
RESPONSIBLE TO:	MANAGING DIRECTOR
RESPONSIBILITY:	The Manager-Funeral Services implements the corporate vision and tradition of H.N.Olsen by being responsible for the provision of a quality funeral service through the co-ordination and control of all preparation work, including the routine activities required to ensure the smooth operation of all funerals on a daily basis.
SPECIFIC DUTIES:	<ol style="list-style-type: none">(1) implements the policies and procedures of the Directors of H.N.Olsen in relation to the funeral service function;(2) assists the Managing Director in the selection, development and ongoing appraisal of all field staff;(3) supervises the day to day duties of all field staff;(4) assists the Co-ordinator to allocate personnel to each funeral service in the daily schedule;(5) works with the Co-ordinator on the transfer of all deceased persons/daily collections;(6) the preparation of deceased persons for viewings, boxing & verification of bodies from Mortuary;(7) co-ordinates the ongoing maintenance of the plant & equipment including Mortuary, yard, trim room area and the office building;(8) ensures that all coffin/casket preparation work is carried out on a daily basis;(9) ensures that adequate stocks of casket/coffin fittings and materials are maintained;(10) ensures the ongoing maintenance and cleanliness of all vehicles;(11) allocates staff for "on call" transfers on a roster basis;

- (12) supervises the roster of all after hours activities. Sign all overtime on a daily basis and verify correctness of all overtime.
- (13) controls the purchase of all materials used in the Mortuary, trim room & maintenance of vehicles;
- (14) assists the Managing Director in the communication and promotion of the Company vision and tradition to the wider community liaison with clergy, social agencies and other groups within the community;
- (15) ensures that occupational health and safety standards are maintained; and
- (16) all field staff report to the Manager - Funeral Services.

POSITION:

MANAGER - CO-ORDINATION SERVICES

RESPONSIBLE TO:

The Manager - Co-ordination Services reports to and is responsible to the Managing Director for the Co-ordination of all Funeral Service activities.

RESPONSIBILITY:

The Manager - Co-ordination Services assists in implementation of our Company vision & tradition by being responsible for the provision of a quality funeral service through the co-ordination & control of all funeral arrangements including the routine activities required to ensure the smooth operation of all funerals on a daily basis.

SPECIFIC DUTIES:

- (1) implements the policies & procedures of the Directors of H.N.Olsen in relation to the duties under your control;
- (2) assists the Managing Director in the selection, development & ongoing appraisal of all office staff;
- (3) supervises the day to day duties of all office staff involved in funeral arranging;
- (4) allocates funeral consultants to each funeral arrange;
- (5) co-ordinates scheduling of funerals in regard to staff and vehicle availability;
- (6) co-ordinates body release from hospitals, coroners etc & the transfer to our Mortuary;
- (7) co-ordinates and checks all doctor's and coroners paper work;
- (8) ensures all funerals are booked in with cemetery & crematoria offices;
- (9) ensures clergy have been contacted for each funeral service;
- (10) ensures all flowers have been ordered for each funeral service;
- (11) ensures all funeral notices are cut out from newspapers and are placed onto funeral arrangement forms;
- (12) proof reads all memorial books;

- (13) ensures application forms, forms of information, death certificates and cremation papers are placed into appropriate baskets;
- (14) ensures conductors sheet and clergy information sheet is placed into each memorium book;
- (15) places cheques into envelopes for minister, organist, cemetery etc;
- (16) records doctors fees for medical refereeing into reference book;
- (17) records death certificates & forms of information sent to Registrar General (Burials only) into record book;
- (18) prepares daily work sheet;
- (19) co-ordinates manpower needs on a day to day basis;
- (20) co-ordinates the taking of holidays by office staff;
- (21) prepares viewing schedule for each day;
- (22) co-ordinates viewing times & supervision of viewings;
- (23) prepares duty roster in conjunction with Managing Director;
- (24) assists the Managing Director in the communication & promotion of the Company vision & tradition to the wider community through liaison with clergy, social agencies & other groups within the Community;
- (25) all office staff involved in arranging funeral services report to the Manager - Co-ordination Services.

POSITION - ARRANGING CONSULTANT

The Arranging Consultant is responsible to the Manager - Co-ordination Services for the arrangement of funerals with the families of the deceased.

Specific Duties :- The Arranging Consultant:

- (1) ascertains the needs of individual families when making funeral arrangements;
- (2) ensures all paperwork is signed and completed with accuracy;
- (3) consults with the Manager - Co-ordination Services after each arrange to confirm the availability and suitability of times for funeral services;
- (4) liaises with Clergy in regard to their availability to conduct a funeral service at a particular time;
- (5) contacts hospitals, nursing homes and doctors to ensure the completion of necessary paper work;
- (6) contacts families to confirm all funeral arrangements including the time of the funeral service;
- (7) places death and funeral notices in the daily press;
- (8) orders floral tributes;
- (9) prepares all internal paper work necessary for the funeral;
- (10) ensures that the service to be carried out is as per the families wishes and in accordance with Company policy;
- (11) carries out other duties that may be assigned from time to time but not specifically spelt out above;
- (12) supports families and friends when viewings take place at any of the Olsen chapels,
- (13) the Arranging Consultant is the Company's ambassador who should be professional in every respect when in contact with families and the general public;

POSITION - DUTY MANAGERS

Responsibility: To represent the Company after hours, arranging, viewings, transfer co-ordination and carry out routine & emergency functions as seen necessary to meet the immediate needs of the customer and work the duty roster set by the Manager - Funeral Services.

SPECIFIC DUTIES:

- (1) Weekdays a.m. - to hand over to the Co-ordinator prior to 7.30am with a brief on the nights activities.
- (2) Weekdays p.m. - Co-ordinator hands over to Duty Officer at the end of each workday with a brief on activities for follow up, ie families, clergy etc. with copy of worksheet C arrangement sheets for next day for necessary follow up.
 - * Duty Manager to check
 - (a) Security of property prior to leaving
 - (b) Paperwork for following day - Death Certificate & Cremation papers for funerals of the day.
- (3) Weekend Duty -
 - (a) Co-ordinator to brief & handover at end of Fridays workday with a brief on follow-up necessary prior to next workday.
 - (b) The support arranger will work a minimum of 4 hours each day ie Saturday - office hours 8.30am to 12.30pm Sunday - times determined by Duty Manager
 - (c) Keep in mind the "support arranger" does not take over the responsibility of the Duty Manager at any time ie, if the arranger is doing an arrangement, the Duty Manager must answer phones.
 - (d) If home arranges are insisted upon the Duty Manager to stay at base & send the Arranger out into the field when practical.
- (4) Phone lines - Always keep the 3rd (Southside) line open at the office during weekends when there is a person in the office, to allow for a communication link.

Duty Managers are paid to do a job in the most efficient way & to keep the hours of Arrangers to the minimum.
- (5) When reconfirming with families (evening prior to service)
Check -
 - a) Clergy contact
 - b) pickup times
 - c) consider flower distribution
 - d) pallbearers - Grandchildren/friends
 - e) RSL/Masonic service - contacts etc.

- (6) Communicate changes requested by family or extra requirements to the Conductor prior to his/her service.

Write details on Conductor's instruction sheet on arrival at office prior to handover to Manager - Co-ordination Services.

This job description may be extended to and or varied from time to time by Company.

CONDUCTOR

In addition to general duties :-

Supervise & oversee the smooth flow of funerals assigned to the Conductor.

- (1) Check papers for funeral to ensure correctness prior to departure from office.
- (2) Double check casket (name, fittings etc.) flowers, car pick up, time, address special requests from family.
- (3) Monies for Minister, organist, grave diggers, etc.
- (4) At Church/Chapel - contact Minister/Priest.
Go over funeral details - i.e. when to carry out/in etc.
- (5) Greet mourners/family & ask if any other requests in addition to these stated on conductors sheet. Always refer to main mourner & or family member responsible for funeral arrangements.
- (6) Flowers - organise disposal of flowers with family.
- (7) Presentation of team - To be neat & present a good Company image at all times.
- (8) Think in advance of activities to be carried out on the funeral & instruct staff on what you expect them to do. Do not assume that they know what you want.
- (9) Read the conductors instruction sheet before departing from base. Clarify with Co-ordinator if necessary.
- (10) Stay inside Church/Chapel whilst service is in progress, after completion of routine duties.
- (11) When jobs complete, after service at Church, standby vehicles "in ready" to depart.
- (12) Return paperwork to Co-ordinator (Death Certificate & Form of Information) & also comments if any from family.

EMBALMER

The Embalmer is responsible to the Manager - Funeral Services for the preparation of bodies for viewing and repatriation in addition to general duties

SPECIFIC DUTIES:

- (1) ascertain the body preparation needs on a daily basis from the Manager Co-ordination Services and preferably the day before to plan work commitments;
- (2) plan work programme to meet time constraints - discuss with Manager Co-ordination Services/Manager Funeral Services if schedules cannot be maintained as this may entail extended work hours or assist Embalmer support to meet schedules;
- (3) maintain mortuary preparation area at all times wash (disinfect) area daily after use and preparation of bodies;
- (4) maintain embalming equipment and instruments and keep in good condition;
- (5) ensure that contaminated waste is treated in accordance with Health Department regulations;
- (6) keep a record of bodies treated for reference purposes;
- (7) all certified bodies must be recorded in detail and how body was treated etc.;
- (8) viewings are to be prepared complete with dressings and casket cleaned at least 1/2 hour before viewing time; and
- (9) train staff assigned to mortuary duties to improve their skills in the preparation of bodies for viewings.

To maintain this position the Embalmer must be a current member of AIE and or BIE and keep himself/herself up to date with latest technology in this field.

FUNERAL ASSISTANT

(HEARSE DRIVER/BEARER/MOURNING CAR DRIVER)

In addition to general duties :-

Assist in the smooth running of funeral.

- (1) If car pick up - check out correct address.
 - ▶ Be punctual
 - ▶ Car clean/petrol
 - ▶ Introduce yourself to family & be courteous at all times (answer questions but do not ask)
- (2) Check out destinations i.e. route
 - If church - Where it is
 - If chapel - Where it is
 - If out of area - Where it is
- (3) Check casket (correct coffin)
Flowers - cards
Load the casket
- (4) In general, assist the conductor
 - a) At church/chapel
 - b) Signing the memorium book
 - c) Hand out hymn books if required (& pick up)
 - If Roman Catholic Church - position pascal candle
 - return thurible/holy water to Sacracy
- (5) Remove flowers on instructions from conductor.
- (6) Always be available to assist in funeral proceedings when required by family or conductor.
- (7) Do not smoke on the job or in mourning cars.
- (8) When at church & all activities are completed - sit in the Church (if possible).
- (9) Do not leave the funeral area without the conductor's knowledge.
- (10) Vehicles must be kept clean at all times - when you return to base clean out the vehicle & if necessary wipe over the exterior.
- (11) Check your dress before each funeral. Presentation is most important.
- (12) Check the mobile phone is switched on before leaving base.
- (13) Check your vehicle has umbrellas & chairs.

- (14) Do not chew chewing gum on the job.
- (15) Do not wear sunglasses out of vehicle.

ASSISTANT ARRANGER

RESPONSIBLE TO: Manager - Co-ordination Services for the support activities of funeral arranging with Arranging Consultant.

- SPECIFIC DUTIES:**
- (1) to learn all aspects of funeral arranging;
 - (2) support and work under instructions of the Arranging Consultant in preparing all documentation required in the preparation of a funeral arranger;
 - (3) reception work is a major support role of this position to develop an understanding of our clients needs.

TRANSFER TEAM WORK

In addition to general duties :-

- (1) Crew should be correctly attired especially when going to private residence.
 - a) Suits on private transfers.
 - b) Jackets on other transfers.
- (2) Van should be clean at all times.
- (3) This vehicle is our Company's first contact with family at private home.
- (4) Present vehicle as you do a "CAR/HEARSE".
- (5) Fill with petrol/oil etc. at all times.
- (6) Equipment, i.e. stretchers, covers, bags & gas etc. must be checked before leaving on transfer.
- (7) Check mobile phone is switched on before leaving base.
- (8) Keep stock of personal information books in vehicle.
- (9) Check death certificate & cremation papers on every transfer for correctness before departing from point of pick up.
- (10) Check body for valuables & record details in mortuary book.
- (11) Always keep in contact with base.
- (12) Presentation & attitude is always important on transfer work irrespective of whom you are talking to whether it be Police, Nursing Home/Hospital staff or private family members.
- (13) When on after hour's transfer record actual time out in from base.
- (14) Don't forget the alarm on leaving base.
- (15) Remember - name tag on every body plus name on the body bag.
- (16) Crew are responsible for the pagers being in working order - replace battery before starting call if in doubt.
- (17) All pagers to be returned immediately after call week.
- (18) Call out to base is 20 minutes.
- (19) When returning to base clean out rubbish immediately, this is for your & others health & appearance.

POSITION:

ADMINISTRATIVE ASSISTANT (GRADE 1)

SPECIFIC DUTIES:

Perform the clerical functions outlined below with little guidance.

Assist and be responsible to the Administrative Manager.

Enter all funeral details from arrange forms for following day and print out worksheet, conductor, clergy and follow up sheets.

Collect previous day's arrange forms send out accounts to family.

Enter all cash receipts received into debtors accounts or general ledger.

Calculate any interest and add to late accounts.

End of month balance debtors accounts with turnover, cash receipts, refund cheques, etc.

Banking and mail daily.

Enter any amounts required into Managing Directors budget and print out report.

Calculate superannuation from employees weekly pay.

Match creditors invoices to statements and enter into purchases journal.

Draw cheques for payments at end of month.

File all invoices.

Calculate bank reconciliation during month and print out list of unpresented cheques at end of month and balance to bank statement.

Enter all cheques into computer during month.

Draw any cheques required for doctors, etc.

At end of 3 month financial period, ensure all general ledger entries are completed and print out relevant reports for Accountant

Word processing as delegated by the Administrative Manager.

Answer any incoming telephone calls.

Perform any other duties as directed within the limits of the Employee's skills and capabilities.

POSITION:

ADMINISTRATIVE ASSISTANT (GRADE 2)

SPECIFIC DUTIES:

Operates word processor equipment and typewriters under the direction of the Administrative Manager.

Undertakes data entry duties when required.

Answers all telephone inquiries when necessary.

Assists the Administrative Assistant (Grade 1) in the performance of their duties.

Performs other duties as directed within the limits of the Employee's skills and capabilities.

POSITION:

ADMINISTRATIVE ASSISTANT (GRADE 3)

SPECIFIC DUTIES:

Performs routine duties such as matching documents, checking figures, sorting or filing papers and handles and allocates mail.

Undertakes basic data entry duties when required.

Answers telephone inquiries.

Assists the Administrative Assistant (Grade 1) and (Grade 3) in the performance of their duties.

Performs other duties as directed within the limits of the Employee's skills and capabilities.