

ENTERPRISE AGREEMENT

NO: E.A. 77 /1995

DATE REGISTERED: 7-3-95

PRICE: \$ 20.00

PALMDALE MEMORIAL PARK AND CREMATORIUM PTY. LTD.

ENTERPRISE AGREEMENT, 1995.

Filed with the Industrial Registrar on ...9th..February,.1995.....

Handwritten signature

An ENTERPRISE AGREEMENT made this 8th day of February, 1995, in accordance with the provisions of Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 between the Palmdale Memorial Park and Crematorium Pty. Ltd. located at Palmdale Road, Ourimbah, 2258 and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees pursuant to the Cemetery and 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 Palmdale Memorial Park and Crematorium Pty. Ltd. 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. No extra claims.
15. Holidays.
16. Disputes Procedure.
17. Exhumation.
18. Signatories.

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3. DEFINITIONS.

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

"Agreement" shall mean the Palmdale Memorial Park and Crematorium Pty. Ltd. Enterprise Agreement, 1995.

"Employee" or "Employees" shall mean a person or persons employed by Palmdale Memorial Park and Crematorium Pty. Ltd. pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" shall mean the Palmdale Memorial Park and Crematorium 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 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 twelve (12) 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. 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 (2) days per year up to a maximum of eight (8) days.

- 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 (10) 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 this Agreement for the classification in which the Employee was employed at the end of the immediately preceding year.

- 9.6. Except as provided 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. 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.



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.

Upon mutual agreement between the Employer and the 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 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 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>
General Hand	\$ 366.50
Grave Digger	\$ 394.10
Transformer Hand	\$ 390.10

13.2. Six (6) months after the 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 Employees 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 overaward payment of five dollars (\$5.00) per week shall be continued to be paid as an overaward payment to all permanent Employees.

13.6. The Industry Allowance prescribed by subclause (iv) of the Parent Award shall be \$ 40.10 per week.

13.7. The Industry Disability Allowance prescribed by subclause (v) of the Parent Award shall be \$ 7.10 per week.

13.8. The Leading Hand Allowance prescribed by subclause (i) of the Parent Award shall be \$ 20.25 per week.

14. 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.

15. 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.

16. DISPUTES PROCEDURE.

The procedure for the resolution of Industrial Disputation will be in accordance with Section 185 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 Employee may be represented by an Industrial Organisation of Employees.

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

- 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 levels 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 purposes of each procedure.

17. EXHUMATIONS.

Exhumations may be performed subject to the conditions detailed in the correspondences from the Funeral and Allied Industries Union of New South Wales to the Chairman of the Cemetery and Crematoria Association of New South Wales of 24th September, 1993 and the 16th March, 1994. (See Annexure "A").

Av.
R.J.

18. SIGNATORIES.

Signed for and on behalf of Palmdale Memorial Park and Crematorium Pty. Ltd.

NAME: RAYMOND JOHN JOHNSON

TITLE: GENERAL MANAGER

SIGNATURE: *R.J. Johnson*

DATE: 8th FEBRUARY, 1995.

WITNESSED BY:

NAME: ALF CAVALLARO

TITLE: PORTER

SIGNATURE: *Alf Cavallaro*

DATE: 8th 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: 8th FEBRUARY, 1995

WITNESSED BY:

NAME: JAN FIELD

TITLE: VICE PRESIDENT

SIGNATURE: *Jan Field*

DATE: 8th FEBRUARY, 1995

The Funeral and Allied Industries Union of N.S.W.

4 Goulburn Street, Sydney, 2000
(P.O. Box K701, Haymarket, Sydney 2000)
Telephone: (02) 283 3277; (02) 283 3278 Fax: (02) 283 3279

Secretary: A. NYE

President: L. PEPPER.

24th September, 1993.

"A"
COPY

Mr. W. Hansen,
Chairman,
Cemetery & Crematoria Association of New South Wales,
342 Crown Street,
WOLLONGONG, 2500.

RE: EXHUMATIONS & VAULT TRANSFERS

Dear Mr Hansen,

Please be advised that subject to the Industry agreeing to the following conditions exhumations may be carried out:

1. Voluntary basis only.
2. Any employee engaged in any exhumation should be in general state of good health.
3. No employee to be involved in exhumations unless such employee has been vaccinated against Tetanus and Hepatitis B.
4. Strict observation by employees of any guidelines set down by the New South Wales Health Department (Plan of Management).
5. The only bodies permitted to be exhumed by employees between the period of 15 days and seven years are:
 - (a) Where the Coroner reclaims the body;
 - (b) Where the body has been buried in a metal type liner.
6. Not less than four employees to be engaged on any exhumation where the period is between 15 days and seven years.
7. Not less than three employees to be engaged on any other exhumation.

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8. An allowance of \$300.00 per employee per body removed from a grave shall be paid.
9. Vault transfers - employees involved to be paid an allowance of \$50.00 per person applying the Funeral Industries (State) Award provision of the carrying of caskets, eg: lead, zinc etc.
10. Counselling to be made available.
11. Cemetery employees be permitted to carry out their own exhumations and vault transfers providing they are within the same Cemetery grounds.
12. Anytime the remains are exhumed or transferred (vault) to any other Cemetery a Funeral Director shall be engaged.
13. If a vault transfer requires repair to a body or lining a Funeral Director shall be engaged to carry out such work.

Our Union is of the view that the above is capable of registration as an Enterprise Agreement on a Cemetery by Cemetery basis.

The Department of Health would be issued with a copy of the agreements and this would overcome the problem that has arisen where the Health Department issues permits to exhume and people find out later that they can't be done.

The Union has agreed that it will undertake to carry out any exhumations or vault transfers before the 1st October, 1993 before the above agreement will come into effect.

I look forward to discussing the matter more fully with you on the 1st October, 1993 at the Employers Federation.

Yours faithfully,



AIDEN NYE,
SECRETARY, FUNERAL & ALLIED INDUSTRIES UNION OF NEW SOUTH WALES.

The Funeral and Allied Industries Union of N.S.W.

4 Goulburn Street, Sydney, 2000
(P.O. Box K701, Haymarket, Sydney 2000)
Telephone: (02) 283 3277; (02) 283 3278 Fax: (02) 283 3279

President: L. PEPPER

Secretary: A. NYE

16th March, 1994.

Mr W. Hansen,
Chairman,
Cemetery & Crematoria Association of NSW,
342 Crown Street,
WOLLONGONG, 2500.

RE: EXHUMATIONS - 14 DAYS - 7 YEARS

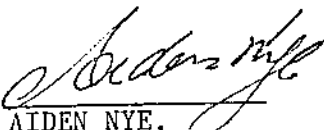
Dear Mr Hansen,

Our members have indicated that they will not involve themselves in exhumations from the ground that have been buried between fifteen days and seven years unless at the direction of a Coroner.

It is important that you inform your members of this decision as it can save a lot of embarrassment should people ask for them.

Thanking you in anticipation,

Yours sincerely,



AIDEN NYE,
SECRETARY, FUNERAL & ALLIED INDUSTRIES UNION OF NEW SOUTH WALES.