

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: 97/45**

**I.R.C. NO: 97/467**

**DATE APPROVED/COMMENCEMENT: 26 February 1997**

**TERM: 18 Months**

**NEW AGREEMENT OR  
VARIATION: Replaces EA 226/95**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 14**

**TITLE: TJ Andrews Funeral Services Pty Ltd Enterprise Agreement, 1996**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: Level 1, Level 2, Level 3, Level 4**

**PARTIES: TJ Andrews Funeral Services Pty Ltd -&- The Funeral and Allied Industries  
Union of New South Wales Branch.**

~~T. J. ANDREWS FUNERAL SERVICE PTY. LTD.~~

Registered  
Enterprise Agreement  
Industrial

ENTERPRISE AGREEMENT, 1996.

An ENTERPRISE AGREEMENT made this 29th day of November, 1996, in accordance with the provisions of Part 2 of Chapter 2 of the New South Wales Industrial Relations Act, 1996, between T. J. Andrews Funeral Services Pty. Ltd located at 25 Enmore Road, Newtown, 2042 and the Funeral and Allied Industries Union of New South Wales and is binding on all Employees (as identified in Clause 20 of this Agreement) 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 THE AGREEMENT.**

This Agreement shall be known as the T. J. Andrews Funeral Services Pty. Ltd. Enterprise Agreement, 1996.



**2. ARRANGEMENT.**

19. Alteration to Definitions of Classifications and "Funeral".
2. Arrangement.
18. Car Allowance.
17. Clothing.
6. Date and Period of Operation.
3. Definitions.
25. Disputes Procedures.
8. Duress.
9. Hours.
16. Multi Skilling.
29. No Extra Claims.
11. Overtime.
15. Public Holidays.
5. Purpose of the Agreement.
22. Quality Commitment.
24. Redundancy.
7. Relationship to the Parent Award.
10. Saturday Funeral Work.
4. Scope of the Agreement.
21. Sick Leave.
28. Signatories.
14. Special Cases.
13. Special Leave.
26. Staff Counselling.
23. Termination of Employment.
1. Title of the Agreement.
12. Union Meetings.
20. Wages.

**3. DEFINITIONS.**

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

"Agreement" shall mean the T. J. Andrews Funeral Services Pty. Ltd. Enterprise Agreement, 1996.

"Employee" or "Employees" shall mean a person or persons employed by T. J. Andrews Funeral Services Pty. Ltd. pursuant to the Funeral Industries (State) Award.

"Employer" shall mean T. J. Andrews Funeral Services Pty. Ltd.

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

"the Act" shall mean the New South Wales Industrial Relations Act, 1996.

**4. SCOPE OF THE AGREEMENT.**

This Agreement shall apply to all Employees (as identified in Clause 20.1 of this Agreement) 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 eighteen (18) months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made towards work practices and the more flexible operation of hours of work.

**7. RELATIONSHIP TO THE 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. HOURS.**

In lieu of Clause 3, Hours, of the Parent Award the following provisions shall apply:

- 9.1. The ordinary hours of work for all Employees shall not exceed forty (40) hours per week, worked Monday, to Friday, inclusive, between the hours of 7.00am and 6.30pm. Such ordinary hours shall not exceed eight (8) continuous hours per day.
- 9.2. Subject to agreement between the Employer and the Employee, up to two (2) hours off may be taken to attend to personal matters. Such time off, may be made up by the Employee working up to two (2) additional hours on the same working day or another working day at ordinary rates.
- 9.3. Starting and finishing times shall be determined by the Employer at ceasing time the day before.

**10. SATURDAY FUNERAL WORK.**

All Employees when engaged for four (4) hours on a Saturday for Funeral Work shall carry out any duties (within their classification) covered by this Agreement or Parent Award during that four (4) hour period.

**11. OVERTIME.**

Employees shall not work overtime unless such overtime has been authorised by the Employer.



**12. UNION MEETINGS.**

Clause 36, Union Meetings, of the Parent Award shall not apply to Employees covered by this Agreement.

**13. SPECIAL LEAVE.**

Permanent Employees covered by this Agreement, in any one year, shall be entitled to five (5) days paid Leave in addition to any other Leave entitlement under this Agreement. Such time off to be mutually agreed upon between the Employer and the Employee.

**14. SPECIAL CASES.**

Clause 9, Special Cases, of the Parent Award shall not apply to Employees covered by this Agreement.

**15. PUBLIC HOLIDAYS.**

In lieu of Clause 22, Holidays, of the Parent Award, the following provision shall apply:

The following days shall be a Public Holiday and shall be recognised as such. The following Public Holidays 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. MULTISKILLING.**

All Employees covered by this Agreement have agreed to undertake any training within their scope and competence to bring about the more flexible operation of the Employer's business.

#### **17. CLOTHING.**

All Employees including Casual Employees shall be provided with suitable clothing. Such clothing shall also be maintained by the Employer. The clothing shall always remain the property of the Employer.

#### **18. CAR ALLOWANCE.**

Where an Employee uses his/her own vehicle for work related purposes, they shall receive a minimum car allowance of forty two dollars (\$42.00) per week. When the distance travelled in any one week exceeds seventy four (74) kilometres then fifty four cents (54c) a kilometre shall be added to the allowance.

In the event of an emergency and the Employee using his/her own vehicle for Company related work, then fifty four cents (54c) per kilometre travelled shall be paid by the Employer for such use.

#### **19. ALTERATION TO DEFINITIONS OF CLASSIFICATIONS AND "FUNERAL"**

In lieu of Clause 19, Definitions, of the Parent Award, the following provision shall apply:

19.1. Level 1, Level 2, Level 3, Level 4 (see Annexure "A")

19.2. **FUNERAL** - Shall mean the conveying of a casket/coffin containing a body of a deceased person from any place direct to a cemetery or crematorium for the purpose of interring or cremating the Human Remains.

#### **20. WAGES.**

In lieu of Clause 5, Wages, of the Parent Award the following provision shall apply:

20.1	Classification	\$ Base Rate Per Week.
	Level 1	\$ 450.00
	Level 2	\$ 510.00
	Level 3	\$ 540.00
	Level 4	\$ 561.10

20.2. A new full time Employee may be employed in a Level 2, Level 3 or a Level 4 Classification.

- 20.3.** A Level 1 Employee will remain on Level 1 for sixty (60) days only, after which the Employee will become a Level 2 Classification.
- 20.4.** Six (6) months after ratification of this Agreement, ten dollars (\$10.00) shall be added to the base rates of pay as outline in 20.1.
- 20.5.** Twelve (12) months after ratification of this Agreement a further ten dollars (\$10.00) shall be added to the base rates of pay.
- 20.6.** A lump sum payment of one hundred dollars (\$100.00) shall be paid to all permanent Employees upon each Anniversary of service.
- 20.7.** A Casual Employee is one engaged and paid as such. Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40, plus fifteen percent (15%). Casual Employees shall also be entitled to 1/12 Pro Rata Holiday pay pursuant to the Annual Holiday Act, 1944, with a minimum payment of four (4) hours for work performed during the ordinary hours of work as prescribed by this Agreement in Clause 9.
- 20.8.** The minimum weekly rates of pay to be paid to Juniors shall be the following percentages of the minimum weekly rate of pay for the appropriate classification as set out in subclause 20.1. of this Agreement.
- |                             |      |
|-----------------------------|------|
| 18 years and under 19 years | 70%  |
| 19 years and under 20 years | 80%  |
| 20 years and over           | 100% |
- 20.9.** Employees covered by this Agreement who are called upon to participate in an exhumation or a vault transfer, shall be paid the sum of fifty dollars (\$50.00) per Employee per body exhumed or transferred.

## **21. SICK LEAVE.**

- 21.1.** A weekly Employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary rates of pay for the time of such non-attendance up to a maximum of one weeks pay in his/her first year of service and ten (10) days pay for the second and subsequent years of service, 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.
- 21.2.** 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.
- 21.3.** 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 four (4) 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:

21.3.1. a Holiday or Holidays as defined by this Agreement, OR

21.3.2. a period of Annual Leave during which a Holiday or Holidays occur as defined by this Agreement;

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.

21.4. 21.4.1. 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.

21.4.2. 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.

21.5. Except as provided by 21.4. above, payment of the cash value of unused sick leave shall not be made.

21.6. For the purpose of 21.1. above, service before the date of coming into force of this Agreement shall be counted as service.

**22. QUALITY COMMITMENT.**

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority T. J. Andrews Funeral Services Pty. Ltd's. aims and the long term job security of its staff are to be assured.

All Employees are committed to supporting the concept of quality improvement and will be encouraged to continue to identify and introduce their own ideas and suggestions. The Joint Consultative Committee will assist in facilitating this process.

A means of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis at T. J. Andrews Funeral Services Pty. Ltd. as an essential component of a long term career in the Funeral Industry.

**23. TERMINATION OF EMPLOYMENT.**

Employment may be terminated by either party in accordance with scale shown below:

- \* 60 days up to one (1) year of service. 1 weeks notice
- \* between one (1) and three (3) years service. 2 weeks notice
- \* between three (3) and five (5) years service 3 weeks notice
- \* over five (5) years service. 4 weeks notice.





The period of notice is increased by one (1) week if the Employee is over forty five (45) years of age and has completed at least two (2) years continuous service.

By mutual agreement these terms may be waived.

Payment in lieu of notice or forfeiture in lieu of notice may be made by either party.

New Employees undertaking a sixty (60) day probationary period can resign, or Management can terminate their employment without any notice.

## **24. REDUNDANCY.**

### **24.1. Discussions before Termination.**

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected and notify the Union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of (24)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measure to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.
- (c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

### **24.2. Transfer to lower paid duties.**

Where an Employee is transferred to lower paid duties for reasons set out in subclause (24)(a) hereof the Employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment has been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

### **24.3. Severance Pay.**

In addition to the period of notice prescribed for ordinary termination in subclause 23, an Employee whose employment is terminated for reasons set out in subclause (24)(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

**Period of continuous service****Severance Pay - Under 45 years of age.**

Period of continuous service	Severance Pay
Less than 1 year	NIL
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	7 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 6 years	14 weeks pay
6 years and over	16 weeks pay

**Where an Employees is 45 years old or over, the entitlement shall be in accordance with the following scale:**

**Period of continuous service****Severance Pay - 45 years and over.**

Period of continuous service	Severance Pay
Less than 1 year	NIL
1 year but less than 2 years	5 weeks pay
2 years but less than 3 years	8.75 weeks pay
3 years but less than 4 years	12.5 weeks pay
4 years but less than 5 years	15 weeks pay
5 years but less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

**Weeks pay** - means the ordinary time rate of pay for the Employee concerned.

**24.4. Employees leaving during the notice period.**

An Employee whose employment is terminated for reasons set out in subclause (24)(a) hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had he/she remained with the Employer until the expiry of such notice. Provided that in circumstances the Employee shall not be entitled to payment in lieu of notice.

**24.5. Alternative Employment.**

An Employer, in a particular Redundancy case, may make application to the Industrial Relations Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

**24.6. Time off during the notice period.**

- (a) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview of he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

#### **24.7. Notice to Commonwealth Employment Service.**

Where a decision has been made to terminate Employees in the circumstances outline in subclause (24)(a) hereof, the Employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

#### **24.8. Superannuation Benefits.**

Subject to further Award or Order by the Industrial Relations Commission, where an Employee who is terminated received a benefit in the nature of severance pay from a Superannuation Scheme, he/she shall only receive under subclause (24.3) hereof the difference between the severance pay specified in that subclause and the amount of Superannuation benefit he/she received which is attributed to Employer contributions only.

#### **24.9. Transmission of Business.**

(a) Where a business is before, on or after the date of this Agreement, transmitted from an Employer (the "transmittor") to another Employer (the "transmittee") and an Employee who at the time of such transmission was an Employee of the transmittor in that business becomes an Employee of the transmittee:

(i) The continuity of the employment of the Employee shall be deemed not to have been broken by reasons of such transmission; and

(ii) The period of employment which the Employee has had with the transmittor or any prior transmittor shall be deemed to be service of the Employee with the transmittee.

(b) In this subclause "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### **24.10. Employees with less than one years service.**

This clause shall not apply to Employees with less than one years service.

#### **24.11. Employees exempted.**

This clause shall not apply where employment is terminated as a consequence of misconduct that justified instant dismissal

#### **24.12. Incapacity to Pay.**

An Employer, in a particular redundancy case, may make application to the Industrial Relations Commission to have the general severance pay prescription varied on the basis of the Employer's incapacity to pay.

## **25. DISPUTES PROCEDURE.**

The procedure for the resolution of Industrial Disputation will be in accordance with Section 131 of the Act. These procedural steps are:

### **25.1. Procedures relating to grievances on individual Employees:**

- 25.1.1.** 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.
- 25.1.2.** 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.
- 25.1.3.** Reasonable time limits must be allowed for discussion at each level of authority.
- 25.1.4.** 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.
- 25.1.5.** While a procedure is being followed, normal work must continue.
- 25.1.6.** The Employees may be represented by an Industrial Organisation of Employees.

### **25.2. Procedures for a dispute between Employer and Employee:**

- 25.2.1.** 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.
- 25.2.2.** Reasonable time limits must be allowed for discussion at each level of authority.
- 25.2.3.** While a procedure is being followed, normal work must continue.
- 25.2.4.** 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 purpose of each procedure.

## **26. STAFF COUNSELLING.**

With the object of retaining good Employer/Employee relations, no Employee will be dismissed (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:

- 26.1. First Counselling - Verbal -** If Management considers a Member of staff to be unsatisfactory for any reason, the Employer shall inform the Employee of the unsatisfactory nature of the Employee's service, giving the Employee the right to respond. If the Employee so requests, a witness of his/her choosing may be present.

26.2. **Second Counselling - Verbal** - If the Management is of the opinion that the Employee continues to be unsatisfactory, the Employer shall again discuss with the Employee, in the presence of a witness if requested, the unsatisfactory nature of the Employee's service and advise the Employee that continuation of such unsatisfactory service may lead to dismissal.

26.3. **Third and Final Counselling - Written** - If after two verbal counsellings, the Employer still considers the Employee to continue to remain unsatisfactory and in the presence of a witness of the Employee's choosing, the Employee will again be counselled and advised that a continuing failure on his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to writing by the Management with the Employee being requested to sign the document.

**27. NO EXTRA CLAIMS.**

The parties to this Agreement, agree that, for the life of this Agreement, there shall be no further claims made subject to the provisions of the Industrial Relations Act, 1996, that shall prevail.



**28. SIGNATORIES.**

Signed on behalf of T. J. Andrews Funeral Services Pty. Ltd.

NAME: MAURICE RAYMOND  
 TITLE: Managing Director  
 SIGNATURE: *Maurice Raymond*  
 DATE: 24/1/1997.

WITNESSED BY:

NAME: Andrew LAYCOCK  
 TITLE: Resident Manager  
 SIGNATURE: *Andrew Laycock*  
 DATE: 24.1.97

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



NAME: *Admoff*  
 TITLE: UNION SECRETARY  
 SIGNATURE: *Admoff*  
 DATE: 22/1/97

WITNESSED BY:

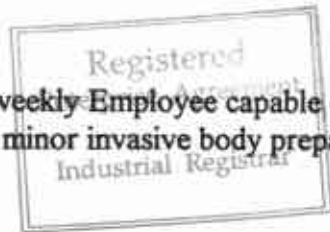
NAME: JAN FIELD  
 TITLE: VICE PRESIDENT  
 SIGNATURE: *Jan Field*  
 DATE: 22/1/97

**AN EMPLOYEE SHALL CARRY OUT ALL DUTIES AS DIRECTED BY THE EMPLOYER WHICH ARE WITHIN THE LIMITS OF THE EMPLOYEE'S SKILL, COMPETENCE AND TRAINING.**

**LEVEL 1** Means a weekly Employee who for the first 60 days of employment works under supervision of Level 2, Level 3 or a Level 4 Employee. To test suitability, a Level 1 Employee may be requested to carry out any duties associated with the Levels of this Agreement.

**LEVEL 2** Means a weekly Employee who shall be capable of carrying out any duty necessary to be performed with removal work, funeral work, non-invasive body preparation work (except in the case of a trainee Embalmer) and general duties in and around the Funeral Home.

**LEVEL 3** Means a weekly Employee capable of all duties associated with Level 2 together with, co-ordination work and minor invasive body preparation.



**LEVEL 4** Means a weekly Employee capable of all duties associated with Levels 2 and 3 together with managing a Branch Office.