

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/51

TITLE: TJ Andrews Funeral Services Pty Ltd Enterprise Agreement 1998

I.R.C. NO: 99/13

DATE APPROVED/COMMENCEMENT: 8 January 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: applies to employees of TJ Andrews Funeral Services Pty Ltd at Newtown, Auburn, Ryde, Hornsby, Carlingford and Forestville sites under the Funeral Industries (State) Award

PARTIES: T J Andrews Funeral Services Pty Ltd -&- The Funeral and Allied Industries Union of New South Wales Branch



T.J. ANDREWS FUNERAL SERVICES PTY LTD

ENTERPRISE AGREEMENT, 1998

Registered
Enterprise Agreement

Industrial Registrar

An Enterprise Agreement made on, 1998 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, NSW 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, 1998.

2. ARRANGEMENT

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



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, 1998.

"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 at the following sites:

- 25 Enmore Road, Newtown, 2042
- 2 Auburn Road, Auburn, 2144
- 527 Victoria Road, Ryde, 2112
- 180 Pacific Highway, Hornsby, 2077
- 285 Pennant Hills Road, Carlingford, 2118
- Suite 3, 47-49 The Centre Starkey St, Forestville

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 twenty-four (24) 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 7.00pm. 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 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. MEAL BREAKS

10.1 Meal breaks shall be taken in accordance with the following times:

10.1.1 Employees Commencing at or Before 8.00am

Between 11.30am and 2.30pm.

10.1.2 Employees Commencing at or After 9.00am

Between 12.30am and 3.30pm.

- 10.2 Other than the provisions contained in paragraph 10.1 above, all other conditions pertaining to meal breaks shall be in accordance with Clause 19 - Meal Times, Crib Times and Meal Allowances of the parent award.

11. SATURDAY FUNERAL WORK

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

12. OVERTIME

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

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13. UNION MEETINGS

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

14. 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.

15. SPECIAL CASES

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

16. 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.

17. MULTI-SKILLING

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.

18. 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.

19. CAR ALLOWANCE

Where an Employee uses his/her own vehicle for work related purposes, they shall receive a minimum car allowance of fifty dollars (\$50.00) per week. When the distance travelled in any one week exceeds seventy-four (74) kilometres then sixty cents (60c) a kilometre shall be added to the allowance.

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In the event of an emergency and the Employee using his/her own vehicle for Company related work, then sixty cents (60c) per kilometre travelled shall be paid by the Employer for such use.

20. ALTERATION TO DEFINITIONS OF CLASSIFICATIONS AND "FUNERAL"

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

- 20.1 Classification definitions (see Schedule "A").
- 20.2 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.

21. WAGES

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

Classification	Current Rate \$	On Agreement \$	After 12 months from Agreement \$
Funeral Director's Assistant	530.00	555.00	575.00
Funeral Director	560.00	585.00	605.00
Arranging Officer	560.00	585.00	605.00
Branch Manager	581.10	606.10	626.10
Resident Manager	581.10	606.10	626.10
Co-ordinator	581.10	606.10	626.10
Embalmer	-	650.00	670.00

- 21.2 A lump sum payment of one hundred dollars (\$100.00) shall be paid to all permanent Employees upon each Anniversary of service.
- 21.3 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.
- 21.4 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 21.1 of this Agreement.

18 years and under 19 years	-	70%
19 years and under 20 years	-	80%
20 years and over	-	100%

- 21.5 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.
- 21.6 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.
- 21.7 The rates of pay contained in subclause 21.1 shall comprehend any allowance(s) contained in the parent award, provided that such rates of pay shall not comprehend allowances or other payments provided elsewhere in this Agreement.

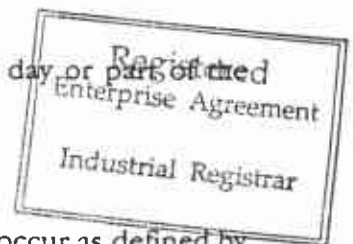
22. SICK LEAVE

- 22.1 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.
- 22.2 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.
- 22.3 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 (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:

- 22.3.1 a holiday or holidays as defined by this Agreement;
- 22.3.2 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.



- 22.4 22.4.1 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 immediate preceding year.
- 22.4.2 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.
- 22.5 Except as provided by 22.4 above, payment of the cash value of unused sick leave shall not be made.
- 22.6 For the purpose of 22.1 above, service before the date of coming into force of this Agreement shall be counted as service.

23. QUALITY COMMITMENT

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority to 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 the 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.

24. TERMINATION OF EMPLOYMENT

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

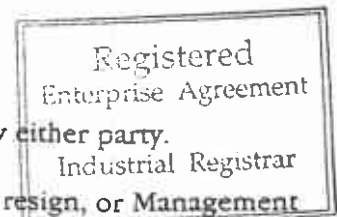
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|---|----------------|
| • 60 days up to one (1) year of service | 1 weeks notice |
| • - between one (1) and three (3) years service | 2 weeks notice |
| • between three-(3) and five (5) years service | 3 weeks notice |
| • over five (5) years service | 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) days probationary period can resign, or Management can terminate their employment without any notice.



25. REDUNDANCY

25.1 Discussions Before Termination

25.1.1 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.

25.1.2 The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of 25.1.1 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.

25.1.3 For the purposes of the discussions 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.

25.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in subclause 25.1.1 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.

25.3 Severance Pay

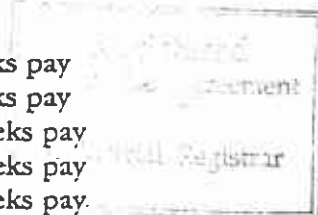
In addition to the period of notice prescribed for ordinary termination in subclause 24, an Employee whose employment is terminated for reasons set out in subclause 25.1.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service

Less than 1 year
1 year but less than 2 years
2 years but less than 3 years
3 years but less than 4 years
4 years but less than 5 years
5 years but less than 6 years
6 years and over

Severance Pay Under 45 years of age

Nil
4 weeks pay
7 weeks pay
10 weeks pay
12 weeks pay
14 weeks pay
16 weeks pay



25.8 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 25.3 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.

25.9 Transmission of Business

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

25.9.1.1 the continuity of the employment of the Employee shall be deemed not to have been broken by reasons of such transmission; and

25.9.1.2 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.

25.9.2 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.

25.10 Employees with Less Than One Year's Service

This clause shall not apply to Employees with less than one year's service.

25.11 Employees Exempted

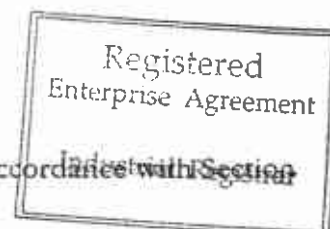
This clause shall not apply where employment is terminated as a consequence of misconduct that justified instant dismissal.

25.12 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.

26. DISPUTES PROCEDURE

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



26.1 Procedures Relating to Grievances on Individual Employees:

26.1.1 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.

26.1.2 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.

26.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

26.1.4 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.

26.1.5 While a procedure is being followed, normal work must continue.

26.1.6 The Employees may be represented by an Industrial Organisation of Employees.

26.2 Procedures for A Dispute Between Employer and Employee:

26.2.1 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.

26.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

26.2.3 While a procedure is being followed, normal work must continue.

26.2.4 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.

27. 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:

27.1 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.

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27.2 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.

27.3 Third and Final Counselling - Written

If after two verbal counsellings, the Employer still consider 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.

28. 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.

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29. SIGNATORIES

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

NAME: Veinita Wodrow
 TITLE: General Manager
 SIGNATURE: N. Wodrow
 DATE: 17. 12. 98

WITNESSED BY:

NAME: JUNE THORNTON J.P.
 TITLE: MANAGER HORNSBY
 SIGNATURE: J Thornton JP
 DATE: 17/12/98

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

NAME: Aiden O'Leary
 TITLE: SECRETARY
 SIGNATURE: Aiden O'Leary
 DATE: 10th Dec 98

WITNESSED BY:

NAME: J. Dale
 TITLE: LEGAL SECRETARY
 SIGNATURE: J. Dale
 DATE: 10.12.98



SCHEDULE "A"

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.

CLASSIFICATIONS

1. **Funeral Director's Assistant**

Duties include the carrying out of transfer work and funeral work, including hearse driving, coach driving, dressing and coffin/casket preparation. Other duties include, non-invasive body preparation (except in the case of a Trainee Embalmer) and general duties involving cleaning and general maintenance of vehicles and premises.

2. **Funeral Director**

Duties include the carrying out of all duties of a Funeral Director's Assistant and in addition, the arranging of funerals, conducting of funerals, the supervision of viewings and minor invasive body preparation where required. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

3. **Arranging Officer**

Duties include arranging, conducting, the carrying out of receptionist and administrative functions and the supervision of viewings on a needs basis. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

4. **Branch Manager/Relieving Manager**

Duties include the carrying out of all duties of an Arranging Officer and in addition, branch budget control, public relations, co-ordination duties, branch maintenance. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

5. **Resident Manager**

Duties include the carrying out of all duties of a Branch Manager, answering company associated telephone calls after hours and in addition, arranging duties after hours where required. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

6. **Embalmer**

Duties include the carrying out of all embalming work and is the holder of a recognised embalming certificate. Provided that the employee has been trained, he or she may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

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7. **Co-ordinator**

Duties include the carrying out of all co-ordination duties. Provided that the employee has been trained, he or she may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

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DRAFT

INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES

MARKS J

Friday 8 January 1999

DECISION

IRC99/13- T J ANDREWS FUNERAL SERVICES PTY LTD ENTERPRISE AGREEMENT.

Application by T J Andrews Funeral Services Pty Ltd for approval of an enterprise agreement.

HIS HONOUR: This is an application brought by T G Andrews Funeral Services Pty Limited for the approval of an enterprise agreement entered into between that company and the Funeral and Allied Industries Union of New South Wales. That agreement covers the rates of pay and conditions of employment of employees of the company operating out of a number of establishments identified in clause 4 of the agreement.

During the course of submissions made by the parties a number of drafting matters have been addressed and, because the explanation given by the parties on an agreed basis reflects an intention as to how the agreement is to operate which I am able record, I do not regard these drafting matters as precluding approval of the enterprise agreement. I shall deal with each of them in turn.

Clause 6 refers to the operation from date of registration. The parties agree that this is intended to refer to approval of the agreement by this Commission.

The parties agree that clause 9.2 is to apply such that any make up time worked by the employee shall be worked during ordinary hours only.

The parties say that the reference in clause 16 to a public holiday being "closed" is a reference to a term of art, namely, the reference in the parent award to funeral parlours being closed on public holidays and therefore public holidays being, apparently, closed days. The intention in any event is that funeral parlours will be closed on public holidays.

The parties agree that the excess car allowance in clause 19 is to apply to excess distance travelled only.

The parties agree that the word "with" contained in the fourth line of clause 21.3 should be "and".

The parties agree that the reference to workers' compensation in clause 22.1 is a reference to a period during which the employee is entitled to receive weekly workers' compensation benefits.

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The parties agree that the reference to a "sick leave year" in clause 22.3 is in effect a reference to each anniversary year of employment.

The parties agree that the reference in clause 25.7 to the Commonwealth Employment Service is intended to be a reference to the successor of that organisation. That reference was included because it is part of the standard redundancy terms prescribed by this Commission.

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Subject to the above matters and having regard to the submissions made by the parties and the documentation filed with the application for approval, I am satisfied that the enterprise agreement complies with the provisions of the Industrial Relations Act 1996 and the principles established by this Commission for the approval of enterprise agreements.

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The enterprise agreement in the form attached to the application for approval is hereby approved.

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