

ENTERPRISE AGREEMENT

NO: E.A. 15 /1995

DATE REGISTERED: 23-1-95

PRICE: \$ 18-00

WILLIAM LEE & SONS PTY. LTD.

ENTERPRISE AGREEMENT 1994

Filed with the Industrial Registrar on

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An ENTERPRISE AGREEMENT made this 25th day of November, 1994, in accordance with the provisions of Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 between William Lee & Sons Pty. Ltd., located at 100 Concord Road, North Strathfield, 2137 and the Funeral and Allied Industries Union of New South Wales and is binding on all Conductors pursuant to the Funeral Industries (State) Award to regulate the following terms and conditions of Employment.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT.

This Agreement shall be known as the William Lee & Sons Pty. Ltd. Enterprise Agreement, 1994.

2. ARRANGEMENT.

- 1. Title of Agreement.
- 2. Arrangement.
- 3. Definition.
- 4. Scope of Agreement.
- 5. Purpose of Agreement.
- 6. Date and Period of Operation.
- 7. Relationship to Parent Award.
- 8. Duress.
- 9. Sick Leave.
- 10. Hours.
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- 18. Overaward Payments.
- 19. Special Cases.
- 20. Long Service Leave Allowance.
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- 22. Alteration to Definitions.
- 23. Stand-By.
- 24. No extra claim.
- 25. Disputes Procedure.
- 26. Signatories.

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3. DEFINITIONS.

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

"Agreement" shall mean the William Lee & Sons Pty. Ltd. Enterprise Agreement, 1994.

"Employee" or "Employees" shall mean a person or persons employed by William Lee & Sons Pty. Ltd. pursuant to the Funeral Industries (State) Award.

"Employer" shall mean William Lee & Sons Pty. Ltd.

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

"the Act" shall mean the New South Wales Industrial Relations Act, 1991.

4. SCOPE OF THE AGREEMENT.

This Agreement shall apply to all Conductors 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 twelve (12) 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.

7. RELATIONSHIP TO PARENT AWARD.

This Agreement shall be read and interpreted wholly in conjunction with the Parent Award.

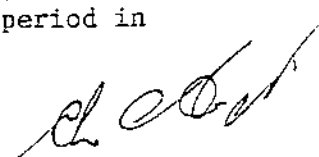
Where there is any inconsistency this Agreement shall take precedence.

8. DURESS.

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

9. SICK LEAVE.

9.1. A weekly Employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of ten (10) days' pay in any year of service with the same Employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.



9.2. He/She shall, as soon as reasonably practicable, and in any case within twenty four (24) hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.

9.3. He/She shall furnish to the Employer such evidence as the Employer may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a Doctor's Certificate shall not be required for the first single day's absence in each sick leave year.

Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a Rostered Day off.

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

9.3.1. a Holiday or Holidays as defined by the Parent Award, or

9.3.2. a period of Annual Leave during which a Holiday or Holidays occur as defined by the Parent Award;

without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, the Employee shall not be entitled to payment for such Holiday or Holidays.

9.4. 9.4.1. On the 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.

9.4.2. Payment for the attendance bonus shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the Employee was employed at the end of the immediately preceding year.

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

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

10. HOURS.

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

"For all Employees covered by this Agreement, the ordinary hours of work shall be worked as eight (8) ordinary hours each, Monday to Friday, inclusive, between the hours of 6.30 a.m. and 6.30 p.m."

11. FLEXIBILITY OF STARTING TIME.

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



12. ROSTERED DAYS OFF.

Delete Award provision, subclause (i) of Clause 3, Hours of the Parent Award.

13. CONCESSIONAL DAY.

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

14. UNION MEETINGS

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

15. SPECIAL LEAVE.

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.

16. WORK ON PUBLIC HOLIDAYS.

Delete existing Award provision, Clause 22, Holidays, of the Parent Award and replace with the following:-

"All Employees covered by this Agreement shall be deemed to have worked in the week in which the Holiday falls, the number of ordinary working hours he/she would have worked had the day not been a Holiday and shall be paid at the appropriate rate of pay prescribed by this Agreement.

All gazetted Holidays for the State of New South Wales other than Christmas Day shall be open days and funerals be permitted.

Where a gazetted Holiday falls on a day between Monday to Friday, payment for funeral work shall be at the rate of double time in addition to time.

Where a gazetted Holiday falls on a Saturday or Sunday, payment for funeral work shall be double time."

17. WAGES.

Delete existing Award provision, Clause 5, Wages, of the Parent Award and replace with the following:-

CLASSIFICATION	\$ BASE RATE PER WEEK
Probation (3 months)	\$ 450.00
Grade 1	\$ 500.00
Grade 2	\$ 550.00

This Agreement introduces a Probationary period of three (3) months for a new full time Employee whose base rate appears above.



18. OVERAWARD PAYMENTS.

Overaward payments have been absorbed into the base rates as set out in this Agreement.

19. SPECIAL CASES

Delete Clause 9, Special Cases, as set out in the Parent Award.

Employees covered by this Agreement who are called upon to participate in an exhumation, shall be paid a sum of fifty (\$50.00) dollars per Employee per body exhumed.

20. LONG SERVICE LEAVE ALLOWANCE.

Delete Clause 26, Long Service Leave Allowance, as set out in the Parent Award.

21. ANNUAL LEAVE LOADING.

Delete Clause 24, Annual Leave Loading, as set out in the Parent Award.

22. ALTERATION TO DEFINITIONS.

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

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

Delete from Clause 19, Definitions, of the Parent Award, the following classifications: (iv) Resident Manager at Head Office, (v) Resident Manager at a Branch, (vi) Relieving Manager, (vii) Non-Resident Officer and Duty Officer, (viii) Resident Arranging Officer, (ix) Arranging Officer, (x) Embalmer, (xi) Conductor, (xii) Shopman, and replace with:-

Probation, Grade 1, and Grade 2.

23. STAND-BY

Delete subclause (i) (c) (vi), Hours, of the Parent Award and replace with:-

"When an Employee holds himself in readiness for a call for work after ordinary hours he/she shall be paid the following sums of money:-"

Monday to Friday	\$ 7.50
Saturday - Sunday	\$ 15.00
Public Holidays	\$ 15.00

24. NO EXTRA CLAIMS.

The parties to this Agreement agree that, for the life of the Agreement, there shall be no further claims made.

The procedure for the resolution of Industrial disputation will be in accordance with Section 185 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 proposal remedy.
- 25.1.5. While a procedure is being followed, normal work must continue.
- 25.1.6. The Employee may be represented by an Industrial Organisation of Employees.

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

- 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 levels must be allowed for discussions 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 or Employers and the Employees may be represented by an Industrial Organisation of Employees for the purposes of each procedure.

RL & Co.

26. SIGNATORIES.

Signed for and on behalf of William Lee & Sons Pty. Ltd.

NAME: CHRISTOPHER WAYNE LEE
TITLE: COMPANY DIRECTOR
SIGNATURE: *C. Lee*
DATE: 25th NOVEMBER, 1994

WITNESSED BY:

NAME: ROBERT GRAHAM YARROLL
TITLE: CLERK.
SIGNATURE: *R. Yarroll*
DATE: 25th NOVEMBER, 1994

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: 25th NOVEMBER, 1994

WITNESSED BY:

NAME: JAN FIELD
TITLE: VICE PRESIDENT
SIGNATURE: *Jan Field*
DATE: 25th NOVEMBER, 1994

at. at.

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.

PROBATION

Works under Supervision.

GRADE 1.

FUNERAL ATTENDANT

- * Driving - Drivers Licence
- * Personal/Industry Hygiene
- * Basic knowledge of Medical Terms - Infectious Cases, etc.
- * Paperwork requirements - Death Certificates, Cremation Papers, etc
- * Manual Handling and other Occupation Health and Safety Acts, etc
- * Trimming of Coffins
- * Casketing Remains
- * Body Collection - bagging, etc
- * Funeral work - various types - protocol
- * General cleaning duties
- * Vehicle cleaning and maintenance
- * Basic knowledge of Funeral Industries Regulation
- * Body preparation - non-invasive
- * Understanding Bereavement and Stress in the workplace

GRADE 2.

FUNERAL ATTENDANT

- * Proficient in all the above
- * Body preparation - minor invasive procedures
- * Arranging funerals
- * Supervision of funerals and staff
- * Co-ordination of work - funeral, removals, etc

A.N.