

**InvoCare Australia Pty Limited Queensland and Northern  
New South Wales Funeral Industry Enterprise Agreement  
2023**

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## Part 1—Application and Operation

### 1. Title

- 1.1 This Agreement shall be known as the InvoCare Australia Pty Limited Queensland and Northern New South Wales Funerals Industry Enterprise Agreement 2023.

### 2. Commencement and period of operation

- 2.1 This Agreement shall commence seven (7) days after approval by the Fair Work Commission and shall nominally expire on 31 January 2026.

### 3. Renegotiation

- 3.1 The parties covered by this agreement will commence negotiations for a replacement agreement six (6) months prior to the nominal expiry date.

### 4. Definitions

- 4.1 In this Agreement, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth).

**Agreement** means the *InvoCare Australia Pty Limited Queensland and Northern New South Wales Funerals Industry Enterprise Agreement 2023*.

**calendar year** means the year commencing 1 January and ending December 31.

**casual employee** has the meaning given by section 15A of the Act.

**employee or employees** means an employee covered by this Agreement.

**exhumation** means the removal of human remains from a burial site or a Vault (including Crypt or Tomb) and including transferring human remains to another Vault, Crypt, Tomb or burial site.

**FWC** means the Fair Work Commission.

**NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.

**representative** means the Australian Workers Union, lawyer or paid agent.

**transfer** means the conveying of a deceased person from one place to another other than for the purpose of internment or cremation.

### 5. Coverage

- 5.1 The parties covered by this Agreement are:

- (a) InvoCare Australia Pty Limited, ABN: 22 060 060 031 of Level 2, 40 Miller Street, North Sydney, New South Wales (InvoCare); and
- (b) employees of InvoCare in the QLD and NNSW who are employed within funeral operations and are covered by the classifications in this Agreement.

## **6. The NES and this Agreement**

- 6.1 The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.
- 6.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.
- 6.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.4 InvoCare must ensure that copies of the Agreement and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means, whichever makes them more accessible.

## **7. Requests for flexible working arrangements**

- 7.1 An employee with more than 12 months service, who falls into one of the below categories, may request flexible work arrangements:
  - (a) a parent, or someone with the responsibility of caring for a child under school age;
  - (b) a carer as defined under the Carer Recognition Act 2010;
  - (c) has a disability;
  - (d) is 55 years of age or older;
  - (e) is caring for or supporting a member of their immediate household or immediate family who is experiencing family or domestic violence.
- 7.2 Before responding to a request, InvoCare must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
  - (a) the needs of the employee arising from their circumstances;
  - (b) the consequences for the employee if changes in working arrangements are not made; and
  - (c) any reasonable business grounds for refusing the request.
- 7.3 InvoCare must give the employee a written response to an employee's request within 21 days, stating whether InvoCare grants or refuses the request.
- 7.4 If InvoCare refuses the request, then the written response must include details of the reasons for the refusal.

## **8. Individual flexibility arrangements**

- 8.1 InvoCare and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and InvoCare:
  - (a) arrangements for when work is performed; or
  - (b) overtime rates; or

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- (c) penalty rates; or
  - (d) allowances.
- 8.2 An agreement must be one that is genuinely made by InvoCare and the individual employee without coercion or duress.
- 8.3 An agreement may only be made after the individual employee has commenced employment with InvoCare.
- 8.4 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 8.5 An agreement must do all of the following:
- (a) state the names of InvoCare and the employee; and
  - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
  - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 8.6 An agreement must be:
- (a) in writing; and
  - (b) signed by InvoCare and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 8.7 Except as provided in clause 8.6(b), an agreement must not require the approval or consent of a person other than InvoCare and the employee.
- 8.8 InvoCare must keep the agreement as a time and wages record and give a copy to the employee. InvoCare and the employee must genuinely agree, without duress or coercion to any variation of an Agreement provided for by an agreement.
- 8.9 An agreement may be terminated:
- (a) at any time, by written agreement between InvoCare and the employee; or
  - (b) by InvoCare or employee giving 28 days written notice to the other party.

## Part 2—Consultation and Dispute Resolution

### 9. Consultation about major workplace change

- 9.1 If InvoCare makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, InvoCare must:
- (a) give notice of the changes to all employees who may be affected by them and the AWU; and
  - (b) discuss with affected employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 9.2 If an employee appoints a representative for the purposes of consultation, the employee must advise InvoCare and InvoCare must recognise the representative.
- 9.3 For the purposes of the discussion, InvoCare must give in writing to the affected employees and their representatives (if any) all relevant information including:
- (a) their nature of the change; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 9.4 InvoCare is not required to disclose any confidential information if its disclosure would be contrary to InvoCare's interests.
- 9.5 InvoCare must promptly consider any matters raised by the employees or their representatives in the course of the discussion about the changes.
- 9.6 Significant effects, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of InvoCare's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.

## **10. Consultation about changes to rosters or hours of work**

- 10.1 This clause applies if InvoCare proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 10.2 InvoCare must consult with any employees affected by the proposed change and their representatives (if any).
- 10.3 For the purpose of the consultation, InvoCare must:
- (a) provide to the employees and representatives information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 10.4 InvoCare must consider any views given under clause 10.3(b).

## **11. Dispute resolution**

- 11.1 This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 11.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 11.3 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor and/or management.
- 11.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken, a party to the dispute may refer it to the FWC.
- 11.5 The parties may agree on the process to be followed by the FWC in dealing with the dispute, including mediation, conciliation, expressing an opinion or making a recommendation.
- 11.6 If the dispute remains unresolved, the FWC may use any method up to and including arbitration, of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 11.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.
- 11.8 While procedures are being followed in relation to a dispute:
- (a) work must continue in accordance with this Agreement and the Act; and
  - (b) an employee must not unreasonably fail to comply with any direction given by InvoCare about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 11.9 Clause 11.8 is subject to any applicable work health and safety legislation.
- 11.10 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.



## Part 3—Types of Employment

### 12. Types of employment

- 12.1 Employees under this Agreement will be employed in one of the following employment categories:
- (a) full time;
  - (b) part time; or
  - (c) casual.
- 12.2 At the time of engagement InvoCare will inform each employee in writing of the terms of their engagement and whether they are to be full time, part time or casual.

### 13. Full time employees

- 13.1 A full time employee is engaged to work an average of 38 hours per week. Such hours are arranged in accordance with Clause 22 - Ordinary hours of work.

### 14. Part time employees

- 14.1 InvoCare may employ part time employees in any classification in this Agreement.
- 14.2 A part time employee is an employee who:
- (a) works at least an average of 8 hours per week and works less than an average of 38 hours per week;
  - (b) has reasonably predictable hours of work; and
  - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.
- 14.3 At the time of engagement InvoCare and the part time employee will agree in writing on all of the following:
- (a) the number of hours of work which is guaranteed to be provided to the employee each week (the guaranteed hours); and
  - (b) the days of the week on which, and the hours on those days during which, the employee is available to work the guaranteed hours (the employee's availability).
- 14.4 Any agreed variation to the guaranteed hours will be recorded in writing.
- 14.5 InvoCare may roster a part time employee to work their guaranteed hours and any additional hours. However, a part time employee:
- (a) must not be rostered to work any ordinary hours outside the employee's availability; and
  - (b) must have 2 days off each week.
- 14.6 A part time employee will accrue leave entitlements based on ordinary hours worked.
- 14.7 A part time employee must be rostered for a minimum of 3 consecutive hours on any shift.

14.8 Where a public holiday falls on a day an employee normally works, that employee will be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.

**14.9 Increasing guaranteed hours to match regular work pattern**

- (a) If a part-time employee has regularly worked a number of ordinary hours in excess of their guaranteed hours for at least 12 months, then they may request in writing that InvoCare agree to increase their guaranteed hours.
- (b) If InvoCare agrees to a request, then InvoCare and the part-time employee must vary the agreement made under clause 14.3 to reflect the employee's new guaranteed hours. The variation must be recorded in writing before it occurs.
- (c) InvoCare may only refuse a request on reasonable business grounds. InvoCare must notify the part-time employee in writing of a refusal and the grounds for it.

**14.10 Change in employee's circumstances that changes their availability**

- (a) If there is a genuine and ongoing change in the part-time employee's personal circumstances, then they may alter the times they are available by giving 14 days' written notice of the alteration to InvoCare.
- (b) If InvoCare cannot reasonably accommodate the alteration to the part-time employee's availability, then:
  - (i) the part-time employee's guaranteed hours agreed under clause 14.3 cease to apply; and
  - (ii) InvoCare and the part-time employee must agree a new set of guaranteed hours under clause 14.3.

**14.11 Payment rates**

- (a) InvoCare must pay a part-time employee for ordinary hours worked in accordance with clause 18 — Minimum wages.
- (b) InvoCare must pay a part-time employee at the rates prescribed in clause 27 — Overtime for all time worked in excess of:
  - (i) 38 hours per week; or
  - (ii) 10 hours per day; or
  - (iii) the employee's rostered hours.

**15. Casual employees**

15.1 Casual employment is defined in the NES. A casual employee is an employee engaged by the hour and paid as such.

15.2 For each ordinary hour worked a casual employee must be paid:

- (a) the minimum hourly rate for the appropriate classification; and
- (b) a loading of 25% of the minimum hourly rate.

15.3 A casual employee must be paid for a minimum of 4 hours' work each time the employee is required to attend work.

15.4 **Offers and requests for casual conversion**

- (a) Offers and requests for conversion from casual employment to full time or part time employment are provided for in the NES.
- (b) Any request under this clause must be in writing.
- (c) Casuals can apply to be converted to permanent full time or permanent part-time after 12 months of regular and systematic work.
- (d) Applications to convert from casual to permanent full time or permanent part-time may be rejected by InvoCare on reasonable grounds and include:
  - (i) a significant adjustment of work hours for the employee in order to accommodate their full time or part time employment status;
  - (ii) the employee worked for short periods and/or irregular shifts or hours over the past 12 month period;
  - (iii) the position of the casual employee will cease to exist in the foreseeable future;
  - (iv) it is known at the time of InvoCare responding to the request that the hours of work which the casual employee is required to perform will be reduced in the future;
  - (v) it is known at the time of InvoCare responding to the request that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the future which cannot be accommodated within the days and/or hours during which the employee is available to work; and
  - (vi) the employee is an irregular casual.
- (e) Rejection of applications to permanent status can be given if both the employee and InvoCare have discussed the decision.
- (f) If the Employee does not accept InvoCare's refusal, a dispute under clause 11- Dispute resolution, of this Agreement may be raised.
- (g) A casual employee must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (h) Nothing in this clause obliges a casual employee to convert to full time or part time employment, nor permits InvoCare to require a casual employee to so convert.
- (i) Nothing in this clause requires InvoCare to increase the hours of a casual Employee seeking conversion to full time or part time employment.

**16. Probation**

- 16.1 InvoCare may initially engage a full time or part time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance and in writing that the employment is probationary and the duration of the probation which can be up to but must not exceed six (6) calendar months.

- 16.2 An employee who is promoted to a higher grade or classification under this Agreement may, at the discretion of InvoCare, be required to serve a period of temporary employment in that position, for the purpose of determining the employee's suitability for employment in that position. The employee must be advised in advance that the employment in that position is temporary and for a period, as determined by InvoCare. If an employee temporarily promoted to a higher position fails to perform to the required standards within the determined period, the employee will return to their position previously.

## Part 4—Wages and Related Matters

### 17. Classifications

17.1 Employees will be classified in accordance with the classification descriptions set out in Schedule A.

| Classification | Funeral Directors' Assistant Stream | Cremator Operator Stream | Arranger Conductor Stream                          | Mortuary Stream                 | Coordination |
|----------------|-------------------------------------|--------------------------|----------------------------------------------------|---------------------------------|--------------|
| Level 1        | Entry                               |                          | Entry                                              | Entry                           |              |
| Level 2        | Funeral Directors' Assistant        | Trainee Operator         |                                                    | Mortuary Assistant              |              |
| Level 3        | Senior Funeral Directors' Assistant | Operator                 | Administrative Arranger<br>Arranger &/or Conductor |                                 |              |
| Level 4        | Shared Services Supervisor          |                          |                                                    |                                 | Coordinator  |
| Level 5        |                                     |                          | Senior Arranger &/or Conductor                     | Trainee Embalmer &/or Mortician |              |
| Level 6        |                                     |                          |                                                    | Qualified Embalmer              |              |

### 18. Minimum wages

18.1 InvoCare must pay employees, from the first full pay period on or after September 1, 2023, the following minimum rates for ordinary hours worked by the employee:

| Classification | Weekly rate for Full Time | Hourly rate |
|----------------|---------------------------|-------------|
| Level 1        | \$1,027.90                | \$27.05     |
| Level 2        | \$1,057.54                | \$27.83     |
| Level 3        | \$1,113.40                | \$29.30     |
| Level 4        | \$1,132.40                | \$29.80     |
| Level 5        | \$1,150.64                | \$30.28     |
| Level 6        | \$1,296.18                | \$34.11     |

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- 18.2 InvoCare must pay employees, from the first full pay period on or after February 1, 2024, the following minimum rates for ordinary hours worked by the employee:

| Classification | Weekly rate for Full Time | Hourly rate |
|----------------|---------------------------|-------------|
| Level 1        | \$1,099.85                | \$28.94     |
| Level 2        | \$1,131.57                | \$29.78     |
| Level 3        | \$1,191.34                | \$31.35     |
| Level 4        | \$1,211.67                | \$31.89     |
| Level 5        | \$1,231.18                | \$32.40     |
| Level 6        | \$1,386.91                | \$36.50     |

- 18.3 InvoCare must pay employees, from the first full pay period on or after February 1, 2025, the following minimum rates for ordinary hours worked by the employee:

| Classification | Weekly rate for Full Time | Hourly rate |
|----------------|---------------------------|-------------|
| Level 1        | \$1,132.85                | \$29.81     |
| Level 2        | \$1,165.51                | \$30.67     |
| Level 3        | \$1,227.08                | \$32.29     |
| Level 4        | \$1,248.02                | \$32.84     |
| Level 5        | \$1,268.12                | \$33.37     |
| Level 6        | \$1,428.52                | \$37.59     |

### 18.4 Higher duties

- (a) An employee engaged on higher duties, must be paid the higher minimum rate for the time worked at that higher level.

## 19. Payment of wages

- 19.1 Wages will be paid weekly.

### 19.2 Payment on termination of employment

- (a) InvoCare must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this Agreement and the NES.
- (b) The requirement to pay wages under this clause is subject to InvoCare making deductions authorised by this Agreement or the Act.

## 20. Allowances

### 20.1 Standby allowance

- (a) For each period an employee is required to be on standby outside of their ordinary hours, the employee will be paid the following allowance from the first full pay period on or after:

| Standby                             | Agreement commencement | February 1, 2024 | February 1, 2025 |
|-------------------------------------|------------------------|------------------|------------------|
| Monday to Friday                    | \$19.95                | \$21.35          | \$21.99          |
| Saturday, Sunday or Public Holidays | \$59.54                | \$63.71          | \$65.62          |

- (b) All work required to be performed by an employee on standby who is called out to work while on standby is overtime.
- (c) Clauses 20.1 (d) to (g) apply to an employee on standby to conduct transfers.
- (d) An employee who is called out to work while on standby will be paid from the time the employee leaves home to the time the employee returns home.
- (e) A **full-time or part-time** employee on a standby who is called out to work while on standby will be paid a **minimum of two (2) hours' pay** at the appropriate overtime rate specified in clause 27 on the first occasion they are called out to work while on standby, and then for actual time worked (with no minimum payment obligation) for any further work they are called out to perform while on standby.
- (f) A **casual** employee on standby who is called out to work while on standby will be paid a **minimum of four (4) hours' pay** at the appropriate overtime rate specified in clause 27 on the first occasion they are called out to work while on standby, and then for actual time worked (with no minimum payment obligation) for any further work they are called out to perform while on standby.
- (g) InvoCare may elect to allow an employee to take home an InvoCare vehicle for the purposes of any standby duty. In these circumstances, the InvoCare vehicle may only be used for business purposes.
- (h) Clauses 20.1 (i) to (o) apply to an employee on standby to perform the role of an Arranger Conductor.
- (i) An employee is required to respond to matters which may include making phone calls while on standby and will be paid as per below.
- (j) A **full-time or part-time** employee on standby will be paid a **minimum for two (2) hours' pay** at the appropriate overtime rate specified in clause 22.
- (k) A **casual** employee on standby will be paid a **minimum of four (4) hours' pay** at the appropriate overtime rate specified in clause 22.
- (l) An employee who is required to attend a work location while on standby to perform an arrangement will be paid from the time the employee leaves home to the time the employee returns home.

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- (m) A **full-time or part-time** employee on standby who is required to attend a work location while on standby to perform an arrangement will be paid for actual time worked (with no minimum payment obligation) as they will have already received a two hour minimum in accordance with clause 20.1 (j).
- (n) A **casual** employee on standby who is required to attend a work location while on standby to perform an arrangement will be paid for actual time worked (with no minimum payment obligation) as they will have already received a four hour minimum in accordance with clause 20.1 (k).
- (o) InvoCare may elect to allow an employee to take home an InvoCare vehicle for the purposes of any standby duty. In these circumstances, the InvoCare vehicle may only be used for business purposes.

**20.2 Exhumation allowance**

- (a) An employee who is called upon to participate in an exhumation or vault transfer shall be paid:

| <b>Exhumation</b> | <b>Agreement commencement</b> | <b>February 1, 2024</b> | <b>February 1, 2025</b> |
|-------------------|-------------------------------|-------------------------|-------------------------|
| Per occasion      | \$240.00                      | \$256.80                | \$264.50                |

**20.3 Embalming allowance**

- (a) A Qualified Embalmer will be paid an allowance for each body embalmed for the purposes of repatriation, entombment in a vault or in cases where culture decisions dictate the body will be out of refrigeration for an extended period and where a certificate of embalming is required or at the request of the family.

| <b>Embalming</b> | <b>Agreement commencement</b> | <b>February 1, 2024</b> | <b>February 1, 2025</b> |
|------------------|-------------------------------|-------------------------|-------------------------|
| Per body         | \$215.00                      | \$221.45                | \$228.09                |

**20.4 Meal allowance**

- (a) An employee will either be supplied with a meal by InvoCare or paid an allowance where the employee is required to:
  - (i) continue work for more than 2 hours after the normal finishing time without being notified on the previous day or earlier that they would be required to work; or
  - (ii) travel in excess of 80 kilometres each way and is unable to take a meal break at an InvoCare site or at home.

| <b>Meal Allowance</b> | <b>Agreement commencement</b> | <b>February 1, 2024</b> | <b>February 1, 2025</b> |
|-----------------------|-------------------------------|-------------------------|-------------------------|
| Per occasion          | \$15.20                       | \$15.66                 | \$16.13                 |



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### 20.5 Vehicle allowance

- (a) Employees required by InvoCare to use their own motor vehicle in the performance of their duties will be paid:

| Vehicle Allowance | Agreement commencement | February 1, 2024 | February 1, 2025 |
|-------------------|------------------------|------------------|------------------|
| Per kilometre     | \$0.96                 | \$0.99           | \$1.02           |

### 20.6 Police allowance

- (a) Where an employee is regularly rostered to complete transfers required by InvoCare for the purposes for InvoCare's Queensland Police contract, the employee will be entitled to be paid:

| Police Allowance | Agreement commencement | February 1, 2024 | February 1, 2025 |
|------------------|------------------------|------------------|------------------|
| Per week         | \$75.00                | \$77.25          | \$79.57          |

### 20.7 Shared Services Supervisor allowance

- (a) Where an employee is appointed to a role as a Share Services Supervisor, they will be paid:

| Supervisor Allowance | Agreement commencement | February 1, 2024 | February 1, 2025 |
|----------------------|------------------------|------------------|------------------|
| Per week             | \$150.00               | \$154.50         | \$159.14         |

## 21. Superannuation

### 21.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the superannuation fund nominated in the Agreement applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### 21.2 Superannuation default fund

Unless, to comply with superannuation legislation, InvoCare is required to make the superannuation contributions provided for in clause 21.1 to another superannuation fund that is chosen by the employee, InvoCare must make the superannuation contributions to AustralianSuper.

21.3 **Salary sacrifice to superannuation**

- (a) Salary sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars) under this Agreement. This will give the effect of reducing the taxable income by the amount of the salary sacrifice. Salary sacrifice to superannuation shall be offered to employees by mutual agreement between InvoCare and employee.
- (b) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (c) The amount sacrificed must not exceed any relevant legislated superannuation contribution limit.
- (d) Salary sacrifice arrangements can be cancelled by the employee or InvoCare at any time, provided either party gives one month's notice. InvoCare has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation Legislation.
- (e) Contributions payable by InvoCare in relation to the Superannuation legislation shall be calculated by reference to the wages which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (f) Nothing in this Clause shall affect the right of InvoCare to maintain alternative arrangements with respect to salary sacrifice for employees.

## Part 5—Hours of Work

### 22. Ordinary hours of work

22.1 The ordinary hours of work will be an average of 38 hours per week.

#### 22.2 Spread of ordinary hours of work

- (a) The ordinary hours of work may be worked on Monday to Sunday between 6.00 am and 8:00 pm.
- (b) An employee employed prior to the commencement of this Agreement will not be required to work on a Saturday or Sunday unless they genuinely consent to the shift.
- (c) The ordinary hours of work will be worked continuously, except for meal breaks, at the discretion of InvoCare.

#### 22.3 Shift work

- (a) Afternoon shift is a shift that finishes after 8:00 pm and at or before midnight Monday to Friday.
- (b) An employee employed prior to the commencement of this Agreement will not be required to work Afternoon shift unless they genuinely consent to the shift.

#### 22.4 Maximum ordinary hours per day

- (a) The number of ordinary hours worked in a day will not exceed 10 hours.

#### 22.5 Rostering

- (a) All employees will participate in reasonable rostering to meet the needs of the industry.
- (b) All employees will be provided with rosters two (2) weeks advance.
- (c) Employees will be provided with 24 hours' notice of any changes to a shift's start and finish time due to operational needs, or less by mutual agreement.
- (d) Employees will, in relation to all functions of their classifications, be available to work reasonable overtime to meet the needs of InvoCare having regard to the nature of the industry.
- (e) In addition to ordinary hours, all employees are expected to participate in a standby roster for after-hours transfers and/or after- hours arranging.
- (f) Where a roster includes a public holiday, the roster provided constitutes a request to work on a public holiday and employees should advise if they cannot work on the relevant day.

### 23. Breaks

#### 23.1 Managing fatigue after overnight work

Employees engaged for a period of four (4) hours or more between 12am and 7am, are entitled to eight (8) consecutive hours off duty after finishing work without loss of pay. They will continue to be paid for their normal rostered shift regardless of the start time at their ordinary rates of pay. An employee who is on standby and who receives a call out to conduct a transfer on or after 4am, may elect, if rostered to work ordinary hours the next

morning, to have their start time for that day commence once the transfer has been completed.

**23.2 Rest periods**

Where practicable, all employees will be entitled to 2 paid rest periods each day as follows:

- (a) the first period of 10 minutes in the morning; and
- (b) the second period of 10 minutes to be taken in the afternoon.

Rest breaks are to be taken at a convenient time.

**23.3 Meal break**

- (a) A meal break of not less than 30 minutes and not more than 60 minutes, at a time mutually agreed, or if there is no agreement, at a time nominated by InvoCare will be provided.
- (b) A full time employee is not required to work more than five and a half (5.5) consecutive hours without being provided a meal break.
- (c) A part time or casual employee is not required to work more than six (6) consecutive hours without being provided a meal break and is not entitled to a break if working a shift of less than six (6) consecutive hours.
- (d) An employee required to work during their normal meal break will be paid at the rate of 150% of their ordinary rate for all time worked during their meal break.
- (e) InvoCare may determine when and at what location an employee will take their meal break.

## Part 6—Penalty payments

### 24. Ordinary hours worked on shift work

24.1 Payment for ordinary hours performed on shift work will be as follows:

(a) **Afternoon shift**

For all time worked on an Afternoon shift, full time and part time employees will be paid at **120%** of the hourly rate. Casual employees will be paid **145%** of the relevant hourly rate outlined in clause 18.

### 25. Ordinary hours worked on weekends

25.1 Payment for ordinary hours performed on a weekend will be as follows:

(a) **Saturday**

For work performed on a Saturday, full time and part time employees will be paid at **160%** of the hourly rate. Casual employees will be paid **185%** (which is inclusive of the 25% casual loading) of the relevant hourly rate outlined in clause 18. A minimum of ordinary hours will be paid as follows:

- i. Full time and part time employees, 3 hours
- ii. Casual employees, 4 hours.

(b) **Sunday**

For all time worked on a Sunday a full time and part time employee will be paid at **175%** of the minimum hourly rate. Casual employees will be paid **200%** (which is inclusive of the 25% casual loading) of the relevant hourly rate outlined in clause 18. A minimum of ordinary hours will be paid as follows:

- i. Full time and part time employees, 3 hours
- ii. Casual employees, 4 hours.

### 26. Ordinary hours worked on public holidays

26.1 Payment for ordinary hours performed on a Public Holiday will be paid at **250%** of the hourly rate for full time and part time employees. Casual employees will be paid **275%** (which is inclusive of the 25% casual loading) of the relevant hourly rate. A minimum of ordinary hours will be paid as follows:

- i. Full time and part time employees, 3 hours
- ii. Casual employees, 4 hours.

## Part 7—Overtime

### 27. Overtime

#### 27.1 Overtime applies

- (a) Overtime is work performed in addition to an employee's roster, or regular/agreed work pattern, and must be authorised in advance and directed by InvoCare.
- (b) Overtime applies when hours worked are:
  - (i) outside of the span of hours stated in clauses 22.2(a); or
  - (ii) above the daily ordinary hours stated in clauses 22.4(a); or
  - (iii) above the average of 38 hours per week.

#### 27.2 Payment for overtime for full time and part time employees

- (a) Overtime worked on a **Monday to Friday** will be paid at **150%** of the hourly rate for the first three (3) hours worked and **200%** of the hourly rate thereafter.
- (b) If an employee, who is not on Standby, is recalled to work following the completion of their rostered hours on a **Monday to Friday** they will be paid at **200%** of the hourly rate for a minimum of two (2) hours on each occasion they are recalled.
- (c) Overtime worked on a **Saturday and Sunday** will be paid at **200%** of the hourly rate with a minimum of two (2) hours pay on a Saturday if the overtime does not follow ordinary hours of work and a minimum of three (3) hours pay on a Sunday if the overtime does not follow ordinary hours of work. If an employee is required to carry out a funeral, the minimum will be four (4) hours of pay if the overtime does not follow ordinary hours of work.
- (d) Overtime worked on a **Public Holiday** will be paid at **250%** of the hourly rate with a minimum of four (4) hours pay if the overtime does not follow ordinary hours of work.

#### 27.3 Payment for overtime for casual employees

- (a) Overtime worked on a **Monday to Friday** will be paid at **175%** of the hourly rate for the first three (3) hours worked and **225%** of the hourly rate thereafter.
- (b) If an employee, who is not on Standby, is recalled to work following the completion of their rostered hours on a **Monday to Friday** they will be paid at **225%** of the hourly rate for a minimum of two (2) hours on each occasion they are recalled.
- (c) Overtime worked on a **Saturday and Sunday** will be paid at **225%** of the hourly rate with a minimum of four (4) hours pay if the overtime does not follow ordinary hours of work.
- (d) Overtime worked on a **Public Holiday** will be paid at **275%** of the hourly rate with a minimum of four (4) hours pay if the overtime does not follow ordinary hours of work.

#### 27.4 Payment for overtime on Standby

- (a) The overtime rates of pay, but not the minimum hours of payment specified in clauses 27.2 and 27.3 above, apply to an employee called out to work on Standby.

27.5 **Time off instead of payment for overtime**

- (a) An employee may take time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under this clause an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 4 weeks after the overtime is worked; and
  - (ii) at a time or times within that period of 4 weeks agreed by the employee and InvoCare.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, InvoCare must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 4 weeks mentioned in clause 27.5 (c), InvoCare must pay the employee for the overtime, in the next pay period following those 4 weeks, at the overtime rate applicable to the overtime when worked.
- (f) InvoCare must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause applies has not been taken, InvoCare must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

## Part 8—Leave and Public Holidays

### 28. Annual leave

28.1 Annual leave is provided for in the NES. This clause contains additional provisions.

#### 28.2 Leave loading

During a period of annual leave an employee will receive a loading of 17.5% of the appropriate rate prescribed in clause 18— Minimum wages.

#### 28.3 Annual leave in advance

(a) InvoCare and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by InvoCare and employee.

NOTE: An example of the type of agreement required by this clause is set out at Schedule C – Agreement to Take Annual Leave in Advance

(c) InvoCare must keep a copy of any agreement under this clause as an employee record.

(d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause, InvoCare may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### 28.4 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.

(c) InvoCare and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement must be signed by InvoCare and employee.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.



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- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) InvoCare must keep a copy of any agreement under this clause as an employee record.

NOTE 3: An example of the type of agreement required by this clause is set out at Schedule D - Agreement to Cash Out Annual Leave.

**28.5 Excessive leave accruals: general provision**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks paid annual leave.
- (b) If an employee has an excessive leave accrual, InvoCare or the employee may seek to genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

**28.6 Excessive leave accruals: direction by InvoCare that leave be taken**

- (a) If InvoCare has genuinely tried to reach agreement with an employee but agreement is not reached (including because the employee refuses to confer), InvoCare may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by InvoCare:
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by InvoCare and employee.

**28.7 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with InvoCare but agreement is not reached (including because InvoCare refuses to confer), the employee may give a written notice to InvoCare requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to InvoCare if the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice.
- (c) A notice given by an employee must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by InvoCare and employee.

## **29. Personal/carer's leave**

29.1 Personal/carer's leave are provided for in the NES. This clause contains additional provisions.

29.2 Documentary Evidence

- (a) To be entitled to Personal Leave, an Employee must give InvoCare within a reasonable period of time a medical certificate from a registered health practitioner for all absences except where clause 29.3 applies.

29.3 Exception

- (a) An Employee may take up to three (3) consecutive days on each occasion, without requiring documentary evidence other than on any day before or after a Public Holiday, a weekend, or Annual Leave when InvoCare may request evidence.
- (b) An Employee may take up to five (5) days absence without evidence in one year. Absence means one (1) day or part thereof.
- (c) If a reasonable InvoCare people leader reasonably believes that the employee was not genuinely entitled to the personal leave.

## **30. Compassionate leave**

30.1 Compassionate leave is provided for in the NES. This clause contains additional provisions.

30.2 An Employee, other than a casual employee, is entitled to take up to five (5) days paid compassionate leave on each occasion when a member of the Employee's Immediate Family or Household:

- (a) contracts or develops a personal illness that poses a serious threat to their life;
- (b) sustains a personal injury that poses a serious threat to their life;
- (c) dies;
- (d) a baby in their immediate family or household is stillborn;
- (e) they have a miscarriage; or
- (f) their current spouse or de facto partner has a miscarriage.

30.3 An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 5-day period; or
- (b) any separate periods to which the Employee's Manager agrees.

30.4 An Employee, including a casual employee may take unpaid compassionate leave by agreement with InvoCare.

30.5 InvoCare may require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

### 31. Community service leave

31.1 Community service leave is provided for in the NES.

### 32. Parental leave

32.1 This clause shall operate in addition to Parental Leave provisions set out in the NES.

32.2 An employee who is entitled to unpaid parental leave will also be eligible for paid parental leave as set out as below:

| Period of Service          | Paid Entitlement |
|----------------------------|------------------|
| <b>Primary Caregiver</b>   |                  |
| 12 months                  | 10 weeks         |
| 24 Months or more          | 14 weeks         |
| <b>Secondary Caregiver</b> |                  |
| 12 months                  | 2 weeks          |

32.3 Eligible employees shall receive, during the paid component of their leave, their full ordinary pay.

32.4 Payment for a part time or casual employee is based on the average ordinary hours worked in the six months immediately prior to commencing the leave.

32.5 Superannuation is payable on paid parental leave in clause 32.2.

32.6 An employee may in lieu or in conjunction with parental leave access other paid leave entitlements, other than personal leave, which they have accrued, such as annual leave or long service leave. An employee may elect to take twice the length of such accrued leave on half pay, provided there are no objections by InvoCare for operational reasons. Consent of InvoCare will not be unreasonably withheld.

32.7 In the unfortunate instance that an employee's pregnancy terminates within 20 weeks of the expected date of birth, the employee will be entitled to paid parental leave.

32.8 Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

### **33. Family and domestic violence leave**

33.1 Family and Domestic Violence Leave is provided for in the NES. This clause contains additional provisions.

#### **33.2 General Principle**

- (a) InvoCare recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, InvoCare is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

#### **33.3 Definition of Family Violence**

- (a) Family violence includes physical, sexual, financial, verbal, or emotional abuse by a family member as defined by the relevant legislation.

#### **33.4 Eligibility**

- (a) Paid leave for family violence purposes is available to all employees.

#### **33.5 General measures**

- (a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer.
- (b) All personal information concerning family violence will be kept confidential in line with InvoCare's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) An employee that discloses that they are experiencing family violence will be given information regarding any available current support services.
- (e) An employee experiencing family violence may raise the issue with their immediate supervisor, union delegate or other person identified by InvoCare.
- (f) InvoCare may develop guidelines to supplement this clause that details the appropriate action to be taken if an employee reports family violence.

#### **33.6 Leave**

- (a) An employee experiencing family violence will have access to 10 days per year of paid leave and in addition all employees will have access to 10 days of unpaid leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative). This leave will be:
  - (i) in addition to existing leave entitlements;
  - (ii) may be taken as consecutive or single days or as a fraction of a day; and

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- (iii) can be taken without prior approval, provided that the employee will take reasonable steps to advise InvoCare as soon as practicable.
- (b) An employee may request additional leave and InvoCare must consider that request and may, at its discretion, grant additional leave.
- (c) An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. InvoCare may require evidence consistent with Clause 33.5(a) from an employee seeking to utilise their carer's leave entitlement.

#### **33.7 Individual support**

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, InvoCare will consider any request for flexible working arrangements and may only refuse a request from an employee experiencing family violence on reasonable business grounds. Flexible working arrangements may include:
  - (i) temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact; and/or
  - (v) any other appropriate measure.
- (b) Any temporary changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (c) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP), where InvoCare has an EAP service, and/or other available local employee support resources. Where possible, the EAP will include professionals trained specifically in family violence.

#### **34. Long service leave**

- 34.1 Long Service Leave shall be derived from the applicable legislation being either the Industrial Relations Act 2016 (QLD) or the Long Service Leave Act 1955 (NSW) except where the NES provides for a greater entitlement.

#### **35. Public holidays**

- 35.1 Public holiday entitlements are provided for in the NES. This clause contains additional provisions.
- 35.2 Employees may be requested to work on public holidays, and they may in some circumstances be required to work on public holidays, where the request is reasonable and

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an employee's refusal to work would be unreasonable in accordance with s114 of the FW Act.

35.3 An employee who works ordinary hours on a public holiday will be paid in accordance with clause 26.

35.4 An employee who works overtime hours on a public holiday will be paid in accordance with clause 27.2 or 27.3.

35.5 Public holidays observed under this agreement include the following days (and any additional days gazetted):

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Sunday

Easter Monday

Anzac Day

King's Birthday

Labour Day

Show Holiday (QLD only)

Christmas Eve (QLD only. 6pm - midnight)

Christmas Day

Boxing Day

## Part 9—Termination of Employment and Redundancy

### 36. Termination of employment

36.1 The NES sets out requirements in relation to termination of employment.

#### 36.2 Notice of termination by InvoCare

- (a) InvoCare must give an employee notice of termination in accordance with the table below.

| Employee's period of continuous service with InvoCare at the end of the day the notice is given | Period of notice |
|-------------------------------------------------------------------------------------------------|------------------|
| Not more than 1 year                                                                            | 1 week           |
| More than 1 year but not more than 3 years                                                      | 2 weeks          |
| More than 3 years but not more than 5 years                                                     | 3 weeks          |
| More than 5 years                                                                               | 4 weeks          |

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two (2) years' continuous service with InvoCare shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice may be made by InvoCare.
- (d) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged for a specific period or tasks.

#### 36.3 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of InvoCare except that the employee does not have to give additional notice based on the age of the employee.
- (b) If an employee does not give the period of notice required, then InvoCare may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- (c) If InvoCare has agreed to a shorter period of notice than that required under clause 36.2(a), then no deduction can be made.
- (d) Any deduction made must not be unreasonable in the circumstances.

#### 36.4 Job search entitlement

- (a) Where InvoCare has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the employee after consultation with InvoCare.

## **37. Redundancy**

37.1 The NES sets out requirements in relation to redundancy.

### **37.2 Transfer to lower paid duties on redundancy**

- (a) This clause applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) InvoCare may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under clause 36, as if it were a notice of termination given by InvoCare; or
  - (ii) transfer the employee to the new duties without giving notice of transfer and make a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **37.3 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice.
- (b) The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **37.4 Job search entitlement**

- (a) Where InvoCare has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day, the employee must, at the request of InvoCare, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of this clause.
- (d) An employee who fails to produce proof when required is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 36.4.



## Part 10—Employee Representation

### 38. Union recognition

#### 38.1 Union meetings

- (a) Subject to providing satisfactory proof of their attendance, permanent employees are entitled to be paid for:
  - (i) one (1) union meeting each calendar year for the purpose of discussing matters affecting this Agreement.
  - (ii) an additional two (2) meetings each calendar year during enterprise agreement negotiations.
- (b) Union meetings will be called by an appropriate paid official of the Union, who will give InvoCare such notice as is necessary in advance of such meeting as to be reasonably assured that families and services will not be interrupted.
- (c) For the purpose of ensuring minimal disruption to families and services, Union meetings must as near as possible either commence at the location's opening time, or finish at the location's closing time and will not be held during the middle of the work day unless agreed.
- (d) Employees' attendance at each Union meeting must not exceed four (4) hours, including travelling time. Employees will attend for duty for any part of the rostered day occurring before or after the meeting.

#### 38.2 Employee delegate training

- (a) A total of up to sixteen (16) days union delegate training will be provided across all delegates covered by this Agreement. A delegate must have at least 6 months continuous service to qualify.
- (b) InvoCare will release the delegate from duties for training provided it does not adversely affect operational requirements.
- (c) InvoCare will only pay the ordinary wages (base rate only) for the delegates to attend the training.
- (d) An employee already on leave at the time of the training cannot substitute this training leave for leave already approved.

### 39. Joint consultative committee

- 39.1 The Joint Consultative Committee (JCC) will operate in accordance with the QLD and NSW Funerals Joint Consultative Committee Charter and act as a committee to enable Funerals employees and InvoCare to consult and collaborate on operational items relating to the ongoing objectives of the Funerals business. The QLD and NSW Funerals JCC will form part of this Agreement in accordance with this clause.

**39.2 Communication Processes**

- (a) InvoCare will continue to use, where appropriate the existing communication processes to communicate with Funerals employees. These communication processes include:
  - (i) Tool Box Talks
  - (ii) Team Briefings
  - (iii) Intranet
  - (iv) Noticeboards
  - (v) Email

**39.3 Purpose and role of JCC**

- (a) No limit (apart from relevance to the workplace) is placed on the items that can be raised and discussed in this forum.
- (b) The JCC is intended to:
  - (i) Provide a representative opinion on key issues affecting InvoCare employees;
  - (ii) Ensure all employees receive regular relevant communication on InvoCare plans;
  - (iii) Promote the concept of continuous improvement and mutual development to increase workplace harmony and business sustainability.

39.4 The JCC is not intended as a forum for the examination or consideration of personal grievances, disputes or concerns between individual employees and InvoCare. These will be dealt with through Clause 11 – Dispute resolution.

39.5 InvoCare will use the JCC to inform and consult with employees as soon as practicable. If a decision is not of a confidential nature all reasonable efforts will be made to consult through the JCC prior to a decision being made in order to engage employees in the process.

39.6 If a decision is of a confidential nature and involves major workplace change as per the Clause 9 – Consultation about major workplace change, consultation with the JCC will occur as soon as a definite decision is made.

39.7 Where consultation has occurred under this clause, in that material or documentation has been provided and employees have conferred with InvoCare, InvoCare will have satisfied its obligations under this clause.

39.8 The JCC Charter also provides opportunities for consultation between InvoCare and employees on workplace issues e.g., including feedback from employees at all QLD and NNSW Funeral sites. This framework provides opportunities for employees to raise workplace issues they consider are relevant for discussion and resolution with InvoCare.

**39.9 Composition of the JCC**

- (a) The JCC for QLD and NNSW Funerals will comprise of:
  - (i) Up to 10 QLD and NNSW employee representatives
  - (ii) Up to 2 Location Managers
  - (iii) Up to 2 Regional Managers

**InvoCare QLD and NSW Funeral Industry Enterprise Agreement 2023**

(iv) An HR Business Partner.

- (b) To ensure adequate representation of employees in remote areas, each remote business may elect their own representative.
- (c) These representatives are part of the JCC and in addition to the number of delegates and employee representatives set out above.
- (d) Consultation with elected representatives in these remote businesses occurs through appropriate communication mechanisms. These mechanisms are determined by the members of the JCC.

**39.10 Twelve (12) month terms**

- (a) Employee delegates, employees (elected by their peers), Location Managers, and Regional Manager are appointed to the QLD and NSW Funerals JCC for a period of twelve (12) months only.

**39.11 Employee representatives**

- (a) When an employee representative steps down or is on leave, a replacement employee representative may step in on their behalf.
- (b) A union representative may attend JCC meetings where the employee representatives determine they wish to have a union representative attend.

## Part 11—Other Matters

### 40. Uniforms and personal presentation

- 40.1 Employees shall be provided with a uniform as determined by InvoCare. Uniforms must be worn in accordance with the InvoCare *Uniform Style Guide* and any associated policy or procedure.
- 40.2 Reasonable laundering expense will be made in accordance with InvoCare procedures but only upon production of receipts and only where prior written approval has been given by InvoCare.
- 40.3 All uniform items provided remain the property of InvoCare and must be returned upon termination.
- 40.4 Wet weather gear will be provided to all employees where required in the performance of their duties.
- 40.5 Employees will take all due care with uniforms or protective clothing supplied by the InvoCare and will be responsible for the cost of replacing uniforms or protective clothing where the employee is responsible for loss or damage.

### 41. Workplace health and safety

- 41.1 All employees are responsible for contributing to a safe and healthy working environment. InvoCare expects employees to promptly report any potentially dangerous work practices or conditions, or faulty or unsafe plant and equipment.

### 42. Inoculations

- 42.1 Employees will receive inoculations from a Registered Health Practitioner which are necessary for health and safety at work, as directed by InvoCare.
- 42.2 Such inoculations shall take place during working hours at InvoCare's expense, and may include (but are not limited to) injections for Anti-Tetanus, Hepatitis A and Hepatitis B.
- 42.3 Should the employee refuse inoculations on medical or personal grounds, InvoCare reserves the right to redeploy the employees where possible. If redeployment is not possible, ongoing employment of the employee may be reviewed.

### 43. Drug and alcohol testing

- 43.1 During the life of this Agreement testing for drugs and alcohol may be carried out to ensure the health and safety of all employees and visitors of InvoCare.

### 44. Skin checks

- 44.1 Employees can undertake annual skin checks with an InvoCare provided Registered Health Practitioner or be reimbursed a reasonable amount for a skin check completed by a Registered Health Practitioner chosen by the employee.

**45. Reimbursements**

45.1 All expenses paid out by an employee on behalf of InvoCare require prior approval and will be reimbursed on the provision of supporting documentation. This does not apply to mean allowances.

**46. No extra claims**

46.1 InvoCare and the Union agree that there will be no extra claims on any matters that could be covered by this agreement, subject to the provisions of the Act, for the life of this Agreement.

## Part 12—Signatures

For and on behalf of InvoCare (Australia) Pty Limited:

**Full Name**

Position/Authority to sign

Address

Signature

Date

**Witness Name**

Witness Signature

Date:

For and on behalf of AWU:

**Full Name**

Position/Authority to sign

Address

Signature

Date

**Witness Name**

Witness Signature

Date:

## Schedule A—Classifications

In addition to the duties below, employees will carry out all duties and perform all functions as directed by InvoCare, which are within an employee's skill, capability, and training.

### FUNERAL DIRECTORS' ASSISTANT STREAM

| Level | Role                               |
|-------|------------------------------------|
| 1     | Funeral Directors Assistant Entry  |
| 2     | Funeral Directors Assistant        |
| 3     | Senior Funeral Directors Assistant |
| 4     | Shared Services Supervisor         |

#### Level 1: Funeral Director's Assistant

A Level 1 is an Entry level role, and an employee will remain at this Level for a period of 6 months or until they are deemed to be fully competent. A Level 1 must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Funeral Director Assistant Entry (as varied from time to time).

Indicative tasks may include acting as a bearer, hearse driving, mourning car driver, vehicle maintenance and performing transfers.

#### Level 2: Funeral Director's Assistant

A Level 2 must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Funeral Director Assistant (as varied from time to time).

Indicative tasks may include acting as a bearer, hearse driving, mourning car driver, vehicle maintenance and performing transfers.

#### Level 3: Senior Funeral Director's Assistant

A Level 3 must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Senior Funeral Director Assistant (as varied from time to time).

Indicative tasks include contributing to the development of and leading other Funeral Directors' Assistants in addition to acting as a bearer, hearse driving, mourning car driver, vehicle maintenance and performing transfers.

#### Level 4: Shared Services Supervisor

A Level 4 is typically a Senior Funeral Director's Assistant appointed to a role of Shared Services Supervisor.

The below table provides a snapshot of competencies of each Level.

**InvoCare QLD and NSW Funeral Industry Enterprise Agreement 2023**

| COMPETENCIES                                                                                                                                                | Entry Level | Competent | Senior |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|--------|
| <b>Overall</b>                                                                                                                                              |             |           |        |
| Adhere to InvoCare Code of Conduct                                                                                                                          | ✓           | ✓         | ✓      |
| Display high personal standards of presentation aligning with Brand                                                                                         | ✓           | ✓         | ✓      |
| <b>Operational</b>                                                                                                                                          |             |           |        |
| Practices proper, safe, and secure storage of the deceased and personal effects                                                                             | ✓           | ✓         | ✓      |
| Ability to provide initial basic care of the deceased                                                                                                       |             | ✓         | ✓      |
| Understands respectful and appropriate presentation of the deceased casket including positioning, clothing, and personal items                              |             | ✓         | ✓      |
| Assists with funerals, viewings, and associated rituals                                                                                                     | ✓           | ✓         | ✓      |
| Demonstrates the ability to use technology associated with funerals                                                                                         |             | ✓         | ✓      |
| Demonstrates the ability to trouble shoot matter relating to technology                                                                                     |             |           | ✓      |
| Is able to make an announcement in a funeral service                                                                                                        |             |           | ✓      |
| Conducts viewings etc. alone                                                                                                                                |             |           | ✓      |
| Ability to manage difficult situations                                                                                                                      |             | ✓         | ✓      |
| Respects diverse cultural and religious beliefs, traditions, and rituals                                                                                    | ✓           | ✓         | ✓      |
| Leads others in understanding cultural and religious beliefs, traditions, and rituals                                                                       |             |           | ✓      |
| Demonstrates the ability to use administrative skills and systems as applicable                                                                             |             | ✓         | ✓      |
| Effectively advises and educates funeral participants to ensure they follow proper procedures                                                               |             | ✓         | ✓      |
| Ability to assist in a funeral service                                                                                                                      | ✓           | ✓         | ✓      |
| Ability to guide the public through a funeral service                                                                                                       |             | ✓         | ✓      |
| Ability to guide the public through a State funeral service                                                                                                 |             |           | ✓      |
| Consistently demonstrates outstanding service                                                                                                               |             |           | ✓      |
| Confident in liaising with family and taking instructions from family                                                                                       |             |           | ✓      |
| Shows initiative and able to make decisions in the absence of a Conductor                                                                                   |             |           | ✓      |
| Demonstrates a thorough understanding of the embalming/cremation processes etc. to the extent that it is reasonably expected to be communicated to families |             | ✓         | ✓      |
| Extensive knowledge of services related to the provision of funeral service                                                                                 |             |           | ✓      |
| Demonstrates safe driving practices and funeral specific information regarding processions                                                                  |             | ✓         | ✓      |
| Ability to liaise with Mortuary team effectively                                                                                                            |             | ✓         | ✓      |
| Clean and maintain vehicles and equipment                                                                                                                   | ✓           | ✓         | ✓      |
| Inspect vehicles and equipment for defects                                                                                                                  |             | ✓         | ✓      |
| <b>Communication</b>                                                                                                                                        |             |           |        |
| Communicate appropriately with customers                                                                                                                    | ✓           | ✓         | ✓      |
| Demonstrates empathy and sensitivity family situations and grief                                                                                            | ✓           | ✓         | ✓      |
| Address issues with others as they arise by giving effective feedback                                                                                       |             | ✓         | ✓      |
| <b>OHS</b>                                                                                                                                                  |             |           |        |
| Adheres to relevant legislation                                                                                                                             | ✓           | ✓         | ✓      |
| Ensures employees follow requirements of relevant legislation                                                                                               |             |           | ✓      |
| Performs and documents Risk Assessments                                                                                                                     |             | ✓         | ✓      |
| Consistently demonstrates Safe Zone Standards                                                                                                               | ✓           | ✓         | ✓      |
| Demonstrates appropriate use of safety equipment                                                                                                            | ✓           | ✓         | ✓      |
| <b>Leadership</b>                                                                                                                                           |             |           |        |
| Demonstrates the ability to prioritise and delegate tasks and duties                                                                                        |             |           | ✓      |
| Is able to nurture effective interpersonal relationships and advance team cohesion                                                                          |             |           | ✓      |
| Demonstrates the ability to transfer skills and knowledge                                                                                                   |             | ✓         | ✓      |
| Delivers training and coaching to employees including local inductions and operational training                                                             |             |           | ✓      |
| Conducts competency assessments within the InvoCare framework of team members                                                                               |             |           | ✓      |
| Consistently displays alignment with Care Values                                                                                                            |             |           | ✓      |
| Ability to manage conflict                                                                                                                                  |             |           | ✓      |
| Ability to identify when a situation is beyond the scope of the Funeral Director team and requires escalation                                               |             |           | ✓      |



**CREMATOR OPERATOR STREAM**

| Level | Role                      |
|-------|---------------------------|
| 2     | Trainee Cremator Operator |
| 3     | Cremator Operator         |

**Level 2: Trainee Cremator Operator**

A Level 2 is a trainee level role, and an employee will remain at this Level until they are deemed to be fully competent and hold the relevant certifications. A Level 2 must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Trainee Cremator Operator (as varied from time to time).

Indicative tasks may include assisting Cremator Operators.

**Level 3: Cremator Operator**

A Level 3 must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Cremator Operator (as varied from time to time).

Indicative tasks may include:

- all paperwork required to complete Cremations and all Cremations to be carried out in a dignified manner
- all cremated remains to be labelled with correct identification as required
- all procedures required for preparation of cremation and all work to complete cremation of Human Remains, including removing the casket from the catafalque, removing flowers and fittings if necessary and engraved nameplate to remain with cremated remains
- maintenance of all cremation records and placements of cremated remains, collection and miscellaneous paperwork as required
- general maintenance and cleanliness of cremators, ash processors and ancillary equipment and maintenance of associated records
- keeping the cremator room and surroundings in clean condition
- responsible for Trainee Cremator Operators in and around cremator room and surroundings.

**ARRANGER CONDUCTOR STREAM**

| Level | Role                      |
|-------|---------------------------|
| 1     | Arranger Conductor Entry  |
| 3     | Administrative Arranger   |
| 3     | Arranger &/or Conductor   |
| 5     | Senior Arranger Conductor |

**Level 1: Arranger Conductor Entry**

A Level 1 position is an Entry level role, and an employee will remain at this Level for a period of 6 months or until they are deemed to be fully competent. An Arranger Conductor Entry employee assists in making funeral arrangements with families and/ or conducting the funeral service of a deceased person. An employee must meet the standards as set out in the current InvoCare Position Description for Arranger Conductor Entry level (as varied from time to time). Indicative tasks may include booking the funeral, placing press notices, ordering flowers and any other item required by the family. Indicative tasks of conducting the service may include being a contact for the family and assisting staff on duties at the service.

**Level 3: Administrative Arranger**

A Level 3 position is described as an employee who performs a combination of Administration and Arranger duties. Must be proficient in all duties and meet the standards set out in the current InvoCare Position Description for an Administrative Arranger (as varied from time to time). Indicative administration tasks may include responding to enquires, data entry, composing correspondence/reports, handling sensitive enquiries, providing advice, following up on client needs, training others to use office equipment, following up outstanding accounts, managing diaries and appointments, maintaining filing systems, assisting and training others, minutes of meetings, allocating tasks to team members. An Admin Arranger is able to use their knowledge and skills independently and non-routinely. Judgement and initiative are required.

**Level 3: Arranger Conductor**

A Level 3 position of an Arranger Conductor is described as an employee engaged in making funeral arrangements with families and/ or conducting the funeral service of a deceased person. An employee must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for Arranger Conductor (as varied from time to time). Indicative tasks may include booking the funeral, placing press notices, ordering flowers and any other item required by the family. Indicative tasks of conducting the service may include being the primary contact for the family, directing staff on duties at the service and being accountable for exceptional service delivery for the family.

**Level 5: Senior Arranger Conductor**

A Level 5 position as a Senior Arranger Conductor is described as an employee experienced in making funeral arrangements with families and/ or conducting the funeral service of a deceased person. An employee must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for Senior Arranger Conductor (as varied from time to time). Indicative tasks include contributing to the development of and leading other Arranger Conductors in addition to tasks which may include booking the funeral, placing press notices, ordering flowers and any other item required by the family. Indicative tasks of conducting the service may include being the primary contact for the family, directing staff on duties at the service and being accountable for exceptional service delivery for the family.

The below table provides a snapshot of competencies of each Level.

**InvoCare QLD and NSW Funeral Industry Enterprise Agreement 2023**

| COMPETENCIES                                                                                                                                                | Entry Level | Arranger<br>Conductor | Senior |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|--------|
| <b>Overall</b>                                                                                                                                              |             |                       |        |
| Adhere to InvoCare Code of Conduct                                                                                                                          | ✓           | ✓                     | ✓      |
| Display high personal standards of presentation aligning with Brand                                                                                         | ✓           | ✓                     | ✓      |
| <b>Operational</b>                                                                                                                                          |             |                       |        |
| Justice of the Peace (if employee Australian Citizen)                                                                                                       |             | ✓                     | ✓      |
| Ability to work without close supervision                                                                                                                   |             | ✓                     | ✓      |
| Demonstrates the ability to provide guidance and explanation to families regarding appropriate expectations                                                 |             | ✓                     | ✓      |
| Leads the preparation required for the staging of ceremonial farewells                                                                                      |             | ✓                     | ✓      |
| Leads high profile funerals including State/Military funerals or has ability to act as a liaison between government bodies, family and all other parties    |             |                       | ✓      |
| Assists with the conducting of funerals, viewings, and associated rituals                                                                                   |             | ✓                     | ✓      |
| Conducts viewings and rosaries                                                                                                                              |             | ✓                     | ✓      |
| Ability to manage difficult situations                                                                                                                      |             | ✓                     | ✓      |
| Respects diverse cultural and religious beliefs, traditions, and rituals                                                                                    | ✓           | ✓                     | ✓      |
| Develops others in understanding cultural and religious beliefs, traditions, and rituals                                                                    |             |                       | ✓      |
| Leads funerals nominated by InvoCare as highly traumatic or sensitive                                                                                       |             |                       | ✓      |
| Consistently demonstrates outstanding service                                                                                                               |             |                       | ✓      |
| Confident in liaising with family and taking instructions from family                                                                                       |             | ✓                     | ✓      |
| Demonstrates the ability to use administrative skills and systems including Compass                                                                         |             | ✓                     | ✓      |
| Demonstrates the ability to organise and plan a funeral service                                                                                             |             | ✓                     | ✓      |
| Ability to speak confidently to an audience                                                                                                                 |             | ✓                     | ✓      |
| Ability to conduct a funeral service                                                                                                                        |             | ✓                     | ✓      |
| Demonstrates a thorough understanding of the embalming/cremation processes etc. to the extent that it is reasonably expected to be communicated to families |             | ✓                     | ✓      |
| Extensive knowledge of services related to the provision of funeral service                                                                                 |             |                       | ✓      |
| Ability to liaise with Mortuary team effectively                                                                                                            |             | ✓                     | ✓      |
| <b>Communication</b>                                                                                                                                        |             |                       |        |
| Communicates appropriately with customers                                                                                                                   | ✓           | ✓                     | ✓      |
| Demonstrates empathy and sensitivity for family situations and grief                                                                                        | ✓           | ✓                     | ✓      |
| Ability to guide a family through the organisational processes of funeral/burial/cremation                                                                  |             | ✓                     | ✓      |
| Addresses issues with others as they arise by giving effective feedback                                                                                     |             | ✓                     | ✓      |
| Demonstrates the ability to provide guidance and explanation to families regarding appropriate expectations                                                 |             | ✓                     | ✓      |
| <b>OHS</b>                                                                                                                                                  |             |                       |        |
| Adheres to relevant legislation                                                                                                                             | ✓           | ✓                     | ✓      |
| Performs and documents Risk Assessment                                                                                                                      |             | ✓                     | ✓      |
| Consistently demonstrates Safe Zone Standards                                                                                                               | ✓           | ✓                     | ✓      |
| Demonstrates appropriate use of safety equipment                                                                                                            | ✓           | ✓                     | ✓      |
| Trains employees in safety equipment and techniques                                                                                                         |             |                       | ✓      |
| Ensures employees follow requirements of relevant legislation                                                                                               |             |                       | ✓      |
| <b>Leadership</b>                                                                                                                                           |             |                       |        |
| Demonstrates the ability to prioritise and delegate tasks and duties                                                                                        |             | ✓                     | ✓      |
| Is able to nurture effective interpersonal relationships and advance team cohesion                                                                          |             |                       | ✓      |
| Demonstrates the ability to transfer skills and knowledge                                                                                                   |             | ✓                     | ✓      |
| Delivers training and coaching to employees including local inductions and operational training                                                             |             |                       | ✓      |
| Conducts competency assessments within the IVC framework of team members                                                                                    |             |                       | ✓      |
| Demonstrates the ability to manage conflict                                                                                                                 |             | ✓                     | ✓      |
| Consistently displays alignment with Care Values                                                                                                            |             |                       | ✓      |
| Ability to identify when a situation is beyond the scope of the team and requires escalation                                                                |             |                       | ✓      |

**MORTUARY STREAM**

| Level | Role                          |
|-------|-------------------------------|
| 1     | Entry Mortuary Assistant      |
| 2     | Mortuary Assistant            |
| 5     | Mortician<br>Trainee Embalmer |
| 6     | Qualified Embalmer            |

**Level 1: Entry Mortuary Assistant**

A Level 1 is an Entry level role, and an employee will remain at this Level for a period of 6 months or until they are deemed to be fully competent.

**Level 2: Mortuary Assistant**

A Level 2 must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Mortuary Assistant (as varied from time to time). Indicative tasks may include assisting in the preparation of deceased in the mortuary under supervision.

**Level 5: Mortician**

A Level 5 is described as an employee holding Mortuary qualifications. Must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Mortician (as varied from time to time).

Indicative tasks may include preparation of deceased in the mortuary, the removal of pacemakers, invasive procedures, and cosmetology.

**Level 5: Trainee Embalmer**

A Level 5 is described as an employee engaged as a Trainee Embalmer who is assisting a qualified embalmer and learning the skills of the trade. Must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for a Trainee Embalmer (as varied from time to time).

Indicative tasks may include embalming a deceased person, including cosmetology and reconstruction to InvoCare procedures and standards, perform body preparation, accurately completing mortuary registration, checking procedures, maintaining, cleaning and sterilising mortuary facilities and equipment. It may also include coffin/casket trimming and engraving.

**Level 6: Qualified Embalmer**

A Level 6 position is described as an employee holding embalming qualifications from the Australian Institute of Embalming or another equivalent institution and engaged to embalm deceased persons. Must be proficient in all duties and meet the standards as set out in the current InvoCare Position Description for Qualified Embalmer.

Indicative tasks may include reconstructive artistry, cosmetic enhancements, embalming bodies for funerals or transshipment within Australia or internationally within a mortuary environment. In addition, a Level 6 position is described as an employee who:

- Trains employees in safety equipment and techniques

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- Ensures employees follow requirements of relevant legislation
- Is able to nurture effective interpersonal relationships and advance team cohesion
- Delivers training and coaching to employees including local inductions and operational training
- Conducts competency assessments within the IVC framework of team members
- Demonstrates the ability to manage conflict
- Consistently displays alignment with Care Values
- Is able to identify when a situation is beyond the scope of the team and requires escalation

**COORDINATION STREAM**

| Level | Role        |
|-------|-------------|
| 4     | Coordinator |

**Level 4: Coordinator**

A Level 4 position is described as an employee who coordinates funerals, crew and resources to ensure family's needs are met. Must be proficient in all duties and meet the standards set out in the current InvoCare Position Description for a Coordinator (as varied from time to time). Indicative tasks may include allocating resources, managing rosters, advising arrangers of availability.

**Schedule B—Rate Tables**

| <b>RATES September 2023</b>                               |                                     |                                                          |                  |          |                |      |
|-----------------------------------------------------------|-------------------------------------|----------------------------------------------------------|------------------|----------|----------------|------|
| <b>FULL TIME AND PART TIME EMPLOYEES – ORDINARY HOURS</b> |                                     |                                                          |                  |          |                |      |
| Classification                                            | Monday –<br>Friday<br>6am-8pm       | Mon – Fri<br>Afternoon Shift<br>Finish 8pm -<br>midnight | Saturday         | Sunday   | Public Holiday |      |
|                                                           | 100%                                | 120%                                                     | % of hourly rate |          | 175%           | 250% |
| Level 1                                                   | \$ 27.05                            | \$ 32.46                                                 | \$ 43.28         | \$ 47.34 | \$ 67.63       |      |
| Level 2                                                   | \$ 27.83                            | \$ 33.40                                                 | \$ 44.53         | \$ 48.70 | \$ 69.58       |      |
| Level 3                                                   | \$ 29.30                            | \$ 35.16                                                 | \$ 46.88         | \$ 51.28 | \$ 73.25       |      |
| Level 4                                                   | \$ 29.80                            | \$ 35.76                                                 | \$ 47.68         | \$ 52.15 | \$ 74.50       |      |
| Level 5                                                   | \$ 30.28                            | \$ 36.34                                                 | \$ 48.45         | \$ 52.99 | \$ 75.70       |      |
| Level 6                                                   | \$ 34.11                            | \$ 40.93                                                 | \$ 54.58         | \$ 59.69 | \$ 85.28       |      |
| <b>CAUAL EMPLOYEES – ORDINARY HOURS</b>                   |                                     |                                                          |                  |          |                |      |
| Classification                                            | Monday –<br>Friday<br>6am-8pm       | Mon – Fri<br>Afternoon Shift<br>Finish 8pm -<br>midnight | Saturday         | Sunday   | Public Holiday |      |
|                                                           | 125%                                | 145%                                                     | % of hourly rate |          | 185%           | 200% |
| Level 1                                                   | \$ 33.81                            | \$ 39.22                                                 | \$ 50.04         | \$ 54.10 | \$ 74.39       |      |
| Level 2                                                   | \$ 34.79                            | \$ 40.35                                                 | \$ 51.49         | \$ 55.66 | \$ 76.53       |      |
| Level 3                                                   | \$ 36.63                            | \$ 42.49                                                 | \$ 54.21         | \$ 58.60 | \$ 80.58       |      |
| Level 4                                                   | \$ 37.25                            | \$ 43.21                                                 | \$ 55.13         | \$ 59.60 | \$ 81.95       |      |
| Level 5                                                   | \$ 37.85                            | \$ 43.91                                                 | \$ 56.02         | \$ 60.56 | \$ 83.27       |      |
| Level 6                                                   | \$ 42.64                            | \$ 49.46                                                 | \$ 63.10         | \$ 68.22 | \$ 93.80       |      |
| <b>FULL TIME AND PART TIME EMPLOYEES – OVERTIME</b>       |                                     |                                                          |                  |          |                |      |
| Classification                                            | Monday –<br>Friday<br>First 3 hours | Monday –<br>Friday<br>After 3 hours                      | Saturday         | Sunday   | Public Holiday |      |
|                                                           | 150%                                | 200%                                                     | % of hourly rate |          | 200%           | 250% |
| Level 1                                                   | \$ 40.58                            | \$ 54.10                                                 | \$ 54.10         | \$ 54.10 | \$ 67.63       |      |
| Level 2                                                   | \$ 41.75                            | \$ 55.66                                                 | \$ 55.66         | \$ 55.66 | \$ 69.58       |      |
| Level 3                                                   | \$ 43.95                            | \$ 58.60                                                 | \$ 58.60         | \$ 58.60 | \$ 73.25       |      |
| Level 4                                                   | \$ 44.70                            | \$ 59.60                                                 | \$ 59.60         | \$ 59.60 | \$ 74.50       |      |
| Level 5                                                   | \$ 45.42                            | \$ 60.56                                                 | \$ 60.56         | \$ 60.56 | \$ 75.70       |      |
| Level 6                                                   | \$ 51.17                            | \$ 68.22                                                 | \$ 68.22         | \$ 68.22 | \$ 85.28       |      |
| <b>CASUAL EMPLOYEES – OVERTIME</b>                        |                                     |                                                          |                  |          |                |      |
| Classification                                            | Monday –<br>Friday<br>First 3 hours | Monday –<br>Friday<br>After 3 hours                      | Saturday         | Sunday   | Public Holiday |      |
|                                                           | 175%                                | 225%                                                     | % of hourly rate |          | 225%           | 275% |
| Level 1                                                   | \$ 47.34                            | \$ 60.86                                                 | \$ 60.86         | \$ 60.86 | \$ 74.39       |      |
| Level 2                                                   | \$ 48.70                            | \$ 62.62                                                 | \$ 62.62         | \$ 62.62 | \$ 76.53       |      |
| Level 3                                                   | \$ 51.28                            | \$ 65.93                                                 | \$ 65.93         | \$ 65.93 | \$ 80.58       |      |
| Level 4                                                   | \$ 52.15                            | \$ 67.05                                                 | \$ 67.05         | \$ 67.05 | \$ 81.95       |      |
| Level 5                                                   | \$ 52.99                            | \$ 68.13                                                 | \$ 68.13         | \$ 68.13 | \$ 83.27       |      |
| Level 6                                                   | \$ 59.69                            | \$ 76.75                                                 | \$ 76.75         | \$ 76.75 | \$ 93.80       |      |

InvoCare QLD and NNSW Funeral Industry Enterprise Agreement 2023

**RATES February 2024**

**FULL TIME AND PART TIME EMPLOYEES – ORDINARY HOURS**

| Classification | Monday –<br>Friday<br>6am-8pm | Mon – Fri<br>Afternoon Shift<br>Finish 8pm -<br>midnight | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------|----------------------------------------------------------|----------|----------|----------------|
|                | % of hourly rate              |                                                          |          |          |                |
|                | 100%                          | 120%                                                     | 160%     | 175%     | 250%           |
| Level 1        | \$ 28.94                      | \$ 34.73                                                 | \$ 46.31 | \$ 50.65 | \$ 72.36       |
| Level 2        | \$ 29.78                      | \$ 35.73                                                 | \$ 47.64 | \$ 52.11 | \$ 74.45       |
| Level 3        | \$ 31.35                      | \$ 37.62                                                 | \$ 50.16 | \$ 54.86 | \$ 78.38       |
| Level 4        | \$ 31.89                      | \$ 38.26                                                 | \$ 51.02 | \$ 55.80 | \$ 79.72       |
| Level 5        | \$ 32.40                      | \$ 38.88                                                 | \$ 51.84 | \$ 56.70 | \$ 81.00       |
| Level 6        | \$ 36.50                      | \$ 43.80                                                 | \$ 58.40 | \$ 63.87 | \$ 91.24       |

**CAUAL EMPLOYEES – ORDINARY HOURS**

| Classification | Monday –<br>Friday<br>6am-8pm | Mon – Fri<br>Afternoon Shift<br>Finish 8pm -<br>midnight | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------|----------------------------------------------------------|----------|----------|----------------|
|                | % of hourly rate              |                                                          |          |          |                |
|                | 125%                          | 145%                                                     | 185%     | 200%     | 275%           |
| Level 1        | \$ 36.18                      | \$ 41.97                                                 | \$ 53.55 | \$ 57.89 | \$ 79.59       |
| Level 2        | \$ 37.22                      | \$ 43.18                                                 | \$ 55.09 | \$ 59.56 | \$ 81.89       |
| Level 3        | \$ 39.19                      | \$ 45.46                                                 | \$ 58.00 | \$ 62.70 | \$ 86.22       |
| Level 4        | \$ 39.86                      | \$ 46.23                                                 | \$ 58.99 | \$ 63.77 | \$ 87.69       |
| Level 5        | \$ 40.50                      | \$ 46.98                                                 | \$ 59.94 | \$ 64.80 | \$ 89.10       |
| Level 6        | \$ 45.62                      | \$ 52.92                                                 | \$ 67.52 | \$ 73.00 | \$ 100.37      |

**FULL TIME AND PART TIME EMPLOYEES – OVERTIME**

| Classification | Monday –<br>Friday<br>First 3 hours | Monday –<br>Friday<br>After 3 hours | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------------|-------------------------------------|----------|----------|----------------|
|                | % of hourly rate                    |                                     |          |          |                |
|                | 150%                                | 200%                                | 200%     | 200%     | 250%           |
| Level 1        | \$ 43.42                            | \$ 57.89                            | \$ 57.89 | \$ 57.89 | \$ 72.36       |
| Level 2        | \$ 44.67                            | \$ 59.56                            | \$ 59.56 | \$ 59.56 | \$ 74.45       |
| Level 3        | \$ 47.03                            | \$ 62.70                            | \$ 62.70 | \$ 62.70 | \$ 78.38       |
| Level 4        | \$ 47.83                            | \$ 63.77                            | \$ 63.77 | \$ 63.77 | \$ 79.72       |
| Level 5        | \$ 48.60                            | \$ 64.80                            | \$ 64.80 | \$ 64.80 | \$ 81.00       |
| Level 6        | \$ 54.75                            | \$ 73.00                            | \$ 73.00 | \$ 73.00 | \$ 91.24       |

**CASUAL EMPLOYEES – OVERTIME**

| Classification | Monday –<br>Friday<br>First 3 hours | Monday –<br>Friday<br>After 3 hours | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------------|-------------------------------------|----------|----------|----------------|
|                | % of hourly rate                    |                                     |          |          |                |
|                | 175%                                | 225%                                | 225%     | 225%     | 275%           |
| Level 1        | \$ 50.65                            | \$ 65.12                            | \$ 65.12 | \$ 65.12 | \$ 79.59       |
| Level 2        | \$ 52.11                            | \$ 67.00                            | \$ 67.00 | \$ 67.00 | \$ 81.89       |
| Level 3        | \$ 54.86                            | \$ 70.54                            | \$ 70.54 | \$ 70.54 | \$ 86.22       |
| Level 4        | \$ 55.80                            | \$ 71.74                            | \$ 71.74 | \$ 71.74 | \$ 87.69       |
| Level 5        | \$ 56.70                            | \$ 72.90                            | \$ 72.90 | \$ 72.90 | \$ 89.10       |
| Level 6        | \$ 63.87                            | \$ 82.12                            | \$ 82.12 | \$ 82.12 | \$ 100.37      |



**InvoCare QLD and NSW Funeral Industry Enterprise Agreement 2023**

**RATES February 2025**

**FULL TIME AND PART TIME EMPLOYEES – ORDINARY HOURS**

| Classification | Monday –<br>Friday<br>6am-8pm | Mon – Fri<br>Afternoon Shift<br>Finish 8pm -<br>midnight | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------|----------------------------------------------------------|----------|----------|----------------|
|                | % of hourly rate              |                                                          |          |          |                |
|                | 100%                          | 120%                                                     | 160%     | 175%     | 250%           |
| Level 1        | \$ 29.81                      | \$ 35.77                                                 | \$ 47.70 | \$ 52.17 | \$ 74.53       |
| Level 2        | \$ 30.67                      | \$ 36.81                                                 | \$ 49.07 | \$ 53.68 | \$ 76.68       |
| Level 3        | \$ 32.29                      | \$ 38.75                                                 | \$ 51.67 | \$ 56.51 | \$ 80.73       |
| Level 4        | \$ 32.84                      | \$ 39.41                                                 | \$ 52.55 | \$ 57.47 | \$ 82.11       |
| Level 5        | \$ 33.37                      | \$ 40.05                                                 | \$ 53.39 | \$ 58.40 | \$ 83.43       |
| Level 6        | \$ 37.59                      | \$ 45.11                                                 | \$ 60.15 | \$ 65.79 | \$ 93.98       |

**CAUAL EMPLOYEES – ORDINARY HOURS**

| Classification | Monday –<br>Friday<br>6am-8pm | Mon – Fri<br>Afternoon Shift<br>Finish 8pm -<br>midnight | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------|----------------------------------------------------------|----------|----------|----------------|
|                | % of hourly rate              |                                                          |          |          |                |
|                | 125%                          | 145%                                                     | 185%     | 200%     | 275%           |
| Level 1        | \$ 37.26                      | \$ 43.23                                                 | \$ 55.15 | \$ 59.62 | \$ 81.98       |
| Level 2        | \$ 38.34                      | \$ 44.47                                                 | \$ 56.74 | \$ 61.34 | \$ 84.35       |
| Level 3        | \$ 40.36                      | \$ 46.82                                                 | \$ 59.74 | \$ 64.58 | \$ 88.80       |
| Level 4        | \$ 41.05                      | \$ 47.62                                                 | \$ 60.76 | \$ 65.69 | \$ 90.32       |
| Level 5        | \$ 41.71                      | \$ 48.39                                                 | \$ 61.74 | \$ 66.74 | \$ 91.77       |
| Level 6        | \$ 46.99                      | \$ 54.51                                                 | \$ 69.55 | \$ 75.19 | \$ 103.38      |

**FULL TIME AND PART TIME EMPLOYEES – OVERTIME**

| Classification | Monday –<br>Friday<br>First 3 hours | Monday –<br>Friday<br>After 3 hours | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------------|-------------------------------------|----------|----------|----------------|
|                | % of hourly rate                    |                                     |          |          |                |
|                | 150%                                | 200%                                | 200%     | 200%     | 250%           |
| Level 1        | \$ 44.72                            | \$ 59.62                            | \$ 59.62 | \$ 59.62 | \$ 74.53       |
| Level 2        | \$ 46.01                            | \$ 61.34                            | \$ 61.34 | \$ 61.34 | \$ 76.68       |
| Level 3        | \$ 48.44                            | \$ 64.58                            | \$ 64.58 | \$ 64.58 | \$ 80.73       |
| Level 4        | \$ 49.26                            | \$ 65.69                            | \$ 65.69 | \$ 65.69 | \$ 82.11       |
| Level 5        | \$ 50.06                            | \$ 66.74                            | \$ 66.74 | \$ 66.74 | \$ 83.43       |
| Level 6        | \$ 56.39                            | \$ 75.19                            | \$ 75.19 | \$ 75.19 | \$ 93.98       |

**CASUAL EMPLOYEES – OVERTIME**

| Classification | Monday –<br>Friday<br>First 3 hours | Monday –<br>Friday<br>After 3 hours | Saturday | Sunday   | Public Holiday |
|----------------|-------------------------------------|-------------------------------------|----------|----------|----------------|
|                | % of hourly rate                    |                                     |          |          |                |
|                | 175%                                | 225%                                | 225%     | 225%     | 275%           |
| Level 1        | \$ 52.17                            | \$ 67.08                            | \$ 67.08 | \$ 67.08 | \$ 81.98       |
| Level 2        | \$ 53.68                            | \$ 69.01                            | \$ 69.01 | \$ 69.01 | \$ 84.35       |
| Level 3        | \$ 56.51                            | \$ 72.66                            | \$ 72.66 | \$ 72.66 | \$ 88.80       |
| Level 4        | \$ 57.47                            | \$ 73.90                            | \$ 73.90 | \$ 73.90 | \$ 90.32       |
| Level 5        | \$ 58.40                            | \$ 75.09                            | \$ 75.09 | \$ 75.09 | \$ 91.77       |
| Level 6        | \$ 65.79                            | \$ 84.58                            | \$ 84.58 | \$ 84.58 | \$ 103.38      |

## Schedule C- Agreement to Take Annual Leave in Advance

Name of employee: \_\_\_\_\_

InvoCare Branch: \_\_\_\_\_

**InvoCare and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of annual leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

InvoCare Manager: \_\_\_\_\_

Signature of InvoCare Manager: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule D—Agreement to Cash Out Annual Leave

Name of employee: \_\_\_\_\_

InvoCare Branch: \_\_\_\_\_

**InvoCare and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

InvoCare Manager: \_\_\_\_\_

Signature of InvoCare Manager: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_