

REGISTER OF  
ENTERPRISE AGREEMENTS

No. 32

ENTERPRISE AGREEMENT NO: 97/32

L.R.C. NO: 97/291

DATE APPROVED/COMMENCEMENT: 13 February 1997, commenced 1st pay period on or after 13 February 1997

TERM: 2 years

NEW AGREEMENT OR  
VARIATION: Replaces EA227/95

GAZETTAL REFERENCE: Vol 297. I.9. 21.3.97.

DATE TERMINATED:

NUMBER OF PAGES: 24

TITLE: Service Corporation International Australia Pty Limited Funeral Industry Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: Trainee Funeral Attendant, Level 1 Funeral Attendant, Level 2 Funeral Attendant, Level 2A - Residing on Premises, Trainee Embalmer, Embalmer - Qualified

PARTIES: Service Corporation International Australia Pty Limited & The Funeral and Allied Industries Union of New South Wales

Ex 2

**SERVICE CORPORATION INTERNATIONAL AUSTRALIA PTY. LIMITED**

**FUNERAL INDUSTRY ENTERPRISE AGREEMENT 1997.**

Registered  
Enterprise Agreement  
Industrial Registrar

Industrial Commission

Canberra, J.

JRC 97/291

entered by Woodbury Ex. 2

13/12/97

[Signature]  
Associate.

**ENTERPRISE AGREEMENT** made this       day of       1997 in accordance with the provisions of Part 2 of Chapter 2 of the Industrial Relations Act 1996 (NSW).

1.     **TITLE**

This Agreement shall be known as the Service Corporation International Australia Pty. Limited Funeral Industry Enterprise Agreement 1997.

2.     **PARTIES**

The parties to this agreement are:

- (i)     **Service Corporation International Australia Pty. Limited** of 153 Walker Street, North Sydney, New South Wales; and
- (ii)    **The Funeral and Allied Industries Union of New South Wales** of 4 Goulburn Street, Sydney, New South Wales.

3.     **ARRANGEMENT**

Clause

- 36.     Annual Leave
- 3.       Arrangement
- 38.     Bereavement Leave
- 27.     Carrying of caskets
- 12.     Casual Employees
- 19.     Classifications and Duties of Employees
- 24.     Contract Labour
- 28.     Daily Mileage
- 7.       Date and Period of Operation
- 4.       Definitions
- 45 ~~29.~~ 46.     Disputes Procedure
- 8.       Duress
- 30.     Embalming
- 25.     Funeral Vehicles
- 9.       Hours
- 33.     Inoculations
- 34.     Joint Consultative Committee
- 41.     Jury Service
- 37.     Long Service Leave
- 11.     Meal Break
- 44.     No extra claims
- 13.     Overtime
- 2.       Parties
- 39.     Parental Leave
- 21.     Payment of Wages
- 40.     Personal Carer's Leave
- 16.     Public Holidays
- 6.       Purpose
- 35.     Quality Commitment
- 43.     Redundancy
- 32.     Recreational Leave
- 15.     Re-imbursments
- 14.     Rest after early Morning work
- 10.     Rest Pause



- 17. Saturday and Sunday - Funeral work
- 5. Scope
- 31. Sick Leave
- 47. Signatories
- 46. Staff Counselling
- 22. Superannuation
- 42. Termination of Employment
- 1. Title
- 26. Uniforms
- 18. Union Meetings
- 23. Union Membership
- 20. Wages

#### 4. DEFINITIONS

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



"Agreement" shall mean the Service Corporation International Australia Pty. Limited Enterprise Agreement 1997.

"Employee" or "Employees" shall mean a person or persons employed by Service Corporation International Australia Pty. Limited.

"Employer" shall mean Service Corporation International Australia Pty. Limited.

"the Act" shall mean the Industrial Relations Act 1996 (NSW).

#### 5. SCOPE

This agreement shall apply to all Employees of the Employer employed in the classifications referred to in clause 19 including those employed at the sites set out in schedule 1.

#### 6. PURPOSE

The purpose of this Agreement is to regulate certain conditions of employment of Employees employed by the Employer at the sites set out in schedule 1 and to replace in its entirety the terms and conditions of employment contained in the Funeral Industries (State) Award and the Service Corporation International Australia Pty. Limited Funeral Industry Enterprise Agreement 1995 in so far as they apply to Employees of the Employer with the terms and conditions contained in this Agreement.

#### 7. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of 24 months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

#### 8. DURESS

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

## 9. HOURS

- 9.1 The ordinary hours of work for all permanent Employees other than Employees employed in the classification of Level 2A shall not exceed 40 hours per week, worked as 8 continuous hours each, Monday to Friday, inclusive between the hours of 6.30 am and 6.30 pm.
- 9.2 Starting and finishing times shall be determined by the Employer at ceasing time the day before.
- 9.3 The hours of work of Level 2A Employees are provided for in Schedule 2.

## 10. REST PAUSE

Where practicable, Employees shall be allowed 10 minutes in the morning and 10 minutes in the afternoon, to be taken at a convenient time for the purpose of refreshment, such periods shall count as time worked.

## 11. MEAL BREAK

All Employees shall not work longer than 5 hours without a Meal Break of not less than 30 minutes, nor more than 1 hour.

## 12. CASUAL EMPLOYEES

The hours of work for a Casual Employee shall be not less than 3 hours per day Monday to Friday, inclusive, worked between the hours of 6.30 am and 6.30 pm.

## 13. OVERTIME

All Employees shall be paid in accordance with the following provisions:

## (i) (a) Time and One Half

- (1) Monday to Friday, inclusive, for the first two hours outside the commencing and ceasing times of the ordinary hours of work as prescribed by this Agreement.
- (2) Saturday for the first two hours worked in excess of the ordinary hours of work and double time thereafter.

## (b) Double Time

- (1) Sunday for all time worked between 7.00 am and 10.00 pm
- (2) Monday to Friday, inclusive, for all time worked two hours after the ordinary ceasing time.
- (3) Saturday for all time worked from midnight Friday to 7.00 am Saturday on all work and after the first two hours of work on a Saturday morning, for hours in excess of ordinary hours as prescribed by this Agreement.

## (c) Double Time and One Half

- (1) For all time worked between 7.00 am and 10.00 pm on Holidays.
- (2) For all time worked between midnight Saturday and 7.00 am on Sunday.



- (3) For all time worked between 10.00 pm and midnight on a Sunday.
- (4) For all time worked during an Employee's ordinary rostered hours of work on a Holiday shall be paid for at the rate of double time and one half in addition to the ordinary weekly wage.
- (d) **Treble Time**
- (1) For all time worked between the hours of midnight and 7.00 am on a Holiday.
- (2) For all time worked between 10.00 pm and midnight on a Holiday.
- (ii) (a) Employees called upon to work overtime within paragraphs (b)(c)(d) of subclause (i) of this clause, shall, if they work less than two hours be paid for a minimum of two hour's work at the appropriate rate.
- (b) Employees shall, in relation to all functions of their classification be available to work reasonable overtime to meet the needs of the Employer having regard to the nature of the Industry.
- (c) Employees engaged on Saturday morning for Funeral work shall be paid for a minimum of 4 hours at the appropriate rate. Such Employees may be required to performed mixed functions or any of the duties of their classification, during such four hour period.
- (d) For the purposes of the performance of overtime work on Saturday mornings the Employees located at an establishment of the Employer shall arrange a roster amongst themselves and with the approval of the Employer, to ensure that the minimum requisite number of Employees required by the Employer on such occasions shall be available for each Saturday if such overtime eventuates.
- (iii) Each day shall be deemed to commence at midnight and finish at midnight.
- (iv) Employees employed on a casual basis shall be paid overtime based on their casual rate of pay which shall include the 20% loading paid to all casual Employees as provided for in clause 20.9.
- (v) In computing overtime, the rate shall be calculated on the basis of 30 minutes so that any portion of one half hour being less than one half hour shall be reckoned as 30 minutes, any period of 10 minutes or less to be disregarded.
- (vi) An Employee, recalled to work overtime in accordance with subclause (i) of this clause after leaving the Employer's premises, whether notified before or after leaving the Employer's premises shall be paid for a minimum of 2 hours at the appropriate overtime rate for each time the Employee is so recalled.
- (vii) Stand-by, An Employee who is required by the Employer to be available for recall to work after ordinary hours shall be paid the following allowances for standing by:
- |                     |         |
|---------------------|---------|
| Monday to Friday    | \$10.00 |
| Saturday and Sunday | \$20.00 |
| Public Holidays     | \$30.00 |

This allowance shall only be paid if the Employee has not been recalled for duty.



14. **REST AFTER EARLY MORNING WORK**

An Employee who has been employed for a period of 4 continuous hours or more between midnight and 6.30 am, on two consecutive nights, shall be released after completion of such work until the Employee has had 5 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

15. **REIMBURSEMENTS**

15.1 Employees who have worked 8 continuous hours in any day and are required to work a further 2 hours, shall be provided with a meal or be re-imbursed for reasonable expenses spent on nourishment upon production of receipts.

15.2 All telephone calls carried out by an Employee on behalf of the Employer shall be re-imbursed to the Employee by the Employer.

16. **PUBLIC HOLIDAYS**

16.1 The following days shall be Holidays and shall be closed and free from Funeral work: New Years Day, Australia Day, Good Friday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.

16.2 Funeral work will be permitted on Easter Saturday and Easter Monday up until 12.00 mid-day.

17. **SATURDAY AND SUNDAY - FUNERAL WORK**

Funeral work shall not be permitted on a Saturday afternoon or on a Sunday. This clause shall not apply to funerals which commence before 12 mid-day on a Saturday.

18. **UNION MEETINGS**

18.1 Employees shall be entitled to be paid for 2 Meetings for the purpose of discussing matters affecting this Agreement each calendar year.

18.2 The Meeting shall be called by the Secretary of the Union, who shall give the Employer such notice as is necessary in advance of such Meeting as to be reasonable assured that Funeral work shall not be interrupted.

The maximum time allowed away from work for each Meeting shall not exceed 4 hours including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the Meeting.

18.4 Employees shall produce satisfactory proof that they attended such Meeting.

19. **CLASSIFICATIONS AND DUTIES OF EMPLOYEES**

In addition to the duties listed below, Employees shall carry out all duties and perform all functions as directed by the Employer which are within the Employee's skill, competence and training.

All new full time Employees shall be employed subject to satisfactory completion of a probationary period of 60 days from the date of commencement of employment.

**Trainee Funeral Attendant**

\* Works at all times under supervision.

**Level 1 - Funeral Attendant**

- \* Driving - Drivers Licence
- \* Personal/Industry Hygiene
- \* Basic Medical Terms - Infectious cases, etc.
- \* Paperwork Requirements - Death Certificates, Cremation Papers, etc.
- \* Manual handling and other Occupational Health and Safety Acts, etc
- \* Trimming of caskets
- \* Casketing Human Remains
- \* Body collection - Bagging, etc.
- \* Funeral work - Variation types - protocol
- \* General cleaning duties
- \* Vehicle cleaning and maintenance.
- \* Basic knowledge of Funeral Industries Regulation
- \* Body preparation - non-invasive
- \* Supervision of viewings.

**Level 2 - Funeral Attendant**

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

**Level 2A - Residing on Premises**

- \* A person who resides on a premises and is proficient in all the above.
- \* Specific terms and conditions applying to Employees employed in the classification of Level 2A are set out in schedule 2.

**Trainee Embalmer**

- \* Works under supervision of a qualified Embalmer.

**Qualified Embalmer**

- \* Proficient in all the above
- \* Holder of an approved Certificate
- \* Arterial preservation of Human Remains
- \* Any other form of body preparation.

**20. WAGES**

20.1 Employees shall receive the following increases in base rates of pay during the term of this agreement:

From the first pay period on or after date of approval of this Agreement -	\$20.00
From the first pay period on or after 1 July 1997 -	\$8.00
From the first pay period on or after 1 January 1998 -	\$8.00



- 20.2 The rates of pay to apply during the term of this Agreement to Employees in the classifications set out below shall be as follows:

Classification	Weekly Rate of Pay from First Pay Period on or after date of Approval of Agreement	Weekly Rate of Pay from First Pay Period on or after 1 July 1997	Weekly Rate of Pay from First Pay Period on or after 1 January 1998
Trainee Funeral Attendant	\$439.00	\$447.00	\$455.00
Level 1 - Funeral Attendant	\$518.00	\$526.00	\$534.00
Level 2 - Funeral Attendant	\$528.00	\$536.00	\$544.00
Level 2A - Residing on premises	\$528.00	\$536.00	\$544.00
Trainee Embalmer	\$518.00	\$528.00	\$534.00
Embalmer - Qualified	\$563.00	\$571.00	\$579.00

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- 20.3 The parties agree that up to \$5 of the \$8 increase in rates of pay from 1 January 1998 may be absorbed into any over-award payments being made to Employees which are in excess of \$20 per week. All other over-award payments other than those set out in subclause 20.4 shall continue to be paid by the Company as an over-award payment.
- 20.4 The rates of pay set out in subclause 20.2 include the former Industry Allowance of \$28.10, the former Disability Allowance of \$6.80 per week, a former over-award payment of \$10.00 per week, a former goodwill payment of \$16.00 per week.
- 20.5 Employees currently receiving a Long Service Leave Allowance shall continue to have that allowance paid as an over-award payment, but such allowance shall be pegged at the rate being paid at the date of approval of this Agreement.
- 20.6 Employees whose ordinary place of work is outside the Sydney city or metropolitan area and who are required by the Employer to be on stand-by for 24 hour periods or greater for the purpose of recall shall be paid a Regional Allowance of \$10 per day in addition to any other payments.
- 20.7 The minimum weekly rates of pay to be paid to Juniors shall be the following percentages of the minimum weekly rate of pay for the appropriate classification as set out in 20.2 of this clause of this Agreement.

18 years and under 20 years  
20 years and over

75%  
100%

Proportion - one Junior to every 3 or fraction of 3 full time adult Employees covered by this Agreement.

- 20.8 Employees covered by this Agreement who are called upon to participate in an exhumation or a vault transfer shall be paid the sum of \$50.00 per Employee per body exhumed or transferred.

- 20.9 A Casual Employee is one engaged and paid as such. Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40, plus 20%, with a minimum payment of 3 hours for work done on a Monday to Friday.

At all other times for Casual Employees, the overtime provisions as set out in clause 13 shall apply.

21. **PAYMENT OF WAGES**

All wages will be paid weekly through Electronic Funds Transfer (EFT) and subject to circumstances beyond the Employer's control, wages will be deposited into each Employee's personal account by noon each Thursday.

Bank and Government charges associated with this method of payment are included within the rates of pay adjustments in subclause 20.2 of this Agreement.

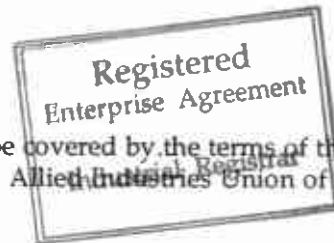
All Employees shall be provided with an itemised statement of the amounts and reasons for any deductions.

22. **SUPERANNUATION**

There will be one Superannuation Fund only. In addition to the Employer's responsibilities under the Superannuation Guarantee Legislation, Employees who currently receive additional benefit from being Members of the Services Investments Superannuation Fund will continue to receive that benefit. (See Schedule 3)

23. **UNION MEMBERSHIP**

The Employer shall support all Employees who are to be covered by the terms of this Agreement to make application for membership of the Funeral and Allied Industries Union of New South Wales.



All new Employees upon engagement, shall be offered an Application form for Union Membership. The Employer will also deduct Union Dues from the Employee's pay upon request.

24. **CONTRACT LABOUR**

During the life of this Agreement, Contract Labour shall not be used to perform routine duties carried out by Employees covered by this Agreement.

The use of Hire Cars and Mortuary Ambulance services to supplement the permanent workforce shall not be considered as the use of Contract Labour.

25. **FUNERAL VEHICLES**

- 25.1 All Funeral vehicles and Removal vehicles will be fitted with air conditioning. Temporary malfunctioning of air conditioning will not be the cause for Employees to refuse to drive or ride in the Funeral vehicles or Removal vehicles.

- 25.2 Removal vehicles shall be so divided between the driver's compartment and the compartment carrying the Human Remains as to provide reasonable isolation for the Employees.

26. **UNIFORMS**

- 26.1 All permanent Employees covered by the terms of this Agreement shall be provided with a suitable uniform by the Employer. Such uniform shall be worn as directed by the Employer. In

particular the parties agree that all employees will wear Lifting Belts as provided and directed by the Employer unless an Employee has obtained and provided to the Employer a certificate from a medical practitioner certifying that the Employee should not wear the Lifting Belt for reasons relating to the Employee's health and safety.

- 26.2 The maintenance of such uniform other than shirts and blouses shall be the responsibility of the Employer.
- 26.3 Employees shall take all due care with uniforms or protective clothing as supplied by the Employer.

26.4 All items of clothing and protective clothing shall remain the property of the Employer at all times.

26.5 Casual Employees shall provide and maintain their own uniforms.

## 27. CARRYING OF CASKETS

27.1 Not less than two Employees shall be employed on the Funeral or loading or unloading of a casket containing the body of a deceased person over 5 years of age; ~~not less than three Employees~~ shall be employed on the Funeral, loading or unloading of a casket containing the body of a deceased person over 12 years of age; provided that not less than four Employees shall be employed on the Funeral, loading or unloading of a deceased body contained in a rectangular American type casket where the inside length of the casket exceeds 1.67 metres or the inside width exceeds 508mm and on the Funeral, loading or unloading of a casket containing a deceased body so heavy as reasonably to require an additional Employee only two Employees shall be employed.

Not more than one body shall simultaneously be carried on a stretcher.

27.2 Where Employees are engaged in the Funeral, Removal or delivery of a deceased body of a person contained in a leaden casket, the number of Employees to be used for such work shall be as follows:

- (i) When the deceased person is under three years of age - 2.
- (ii) When the deceased person is three years of age and under fifteen years of age - 4.
- (iii) When the deceased person is fifteen years of age and over - 6.

27.3 Where Employees are engaged in the Funeral, Removal or delivery of a deceased person contained in a zinc lined casket, the number of Employees to be used for such work shall be as follows:

- (i) When the deceased person is under three years of age - 2.
- (ii) When the deceased person is three years of age and over - 4.

27.4 The parties agree that the Joint Consultative Committee will undertake to identify, assess and control risks arising from manual handling activities in the work place.

## 28. DAILY MILEAGE

An Employee shall not be required to drive a vehicle further than 640 kilometres in any one day. Provided that when 2 drivers are engaged, the distance travelled shall not exceed 960 kilometres in any one day.

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## 29. DESCRIPTIONS

- 29.1 Casket - without limiting its general meaning, shall include any casket irrespective of the material used in its construction and manufacture for the purpose of the removal, cremation or interment of a deceased person.
- 29.2 Funeral - shall mean the conveying of a casket containing the body of a deceased person from any place direct to a Cemetery, Crematorium or Mausoleum for the purpose of interring, cremating or entombment of the Human Remains.

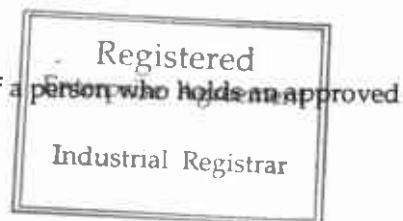
Not more than one body of a deceased person over the age of 5 years may be carried in a Hearse or substitute vehicle whilst engaged on a Funeral unless at the request of the relatives of such deceased person.

Employees shall not be required or permitted to deliver a deceased person to a Crematorium for the purpose of cremation other than to the Crematorium chapel.

- 29.3 Removal - shall mean the conveying of a deceased person from one place to another, other than for the purpose of interment, cremation or entombment.

## 30. EMBALMING

All embalming work must be carried out under the supervision of a person who holds an approved qualification and in proper clinical and hygienic conditions.



## 31. SICK LEAVE

- 31.1 Employees other than Casual employees who are unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity not due to their own serious and wilful misconduct, shall be entitled to be paid at ordinary rates of pay for the time of such non-attendance up to a maximum of 5 days pay in their first year of service and 10 days pay for the second and subsequent years of service, provided that they shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- 31.2 Employees shall, prior or within one hour of the rostered starting time, inform the Employer of their inability to attend for duty and, as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.

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

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

- 31.3 Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:
- (i) a Holiday or Holidays as defined by this Agreement; or
  - (ii) a period of Annual Leave during which a Holiday or Holidays occur as defined by this Agreement,

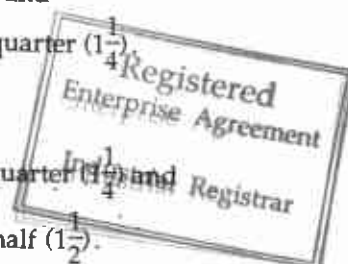
without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, the Employee shall not be entitled to payment for such Holiday or Holidays.

- 31.4 (i) On the pay day following the first and subsequent Anniversaries of employment, Employees will be entitled to an amount for good attendance based on the amount of unused sick leave they would have been entitled to under this clause in the immediately preceding year.
- (ii) Payment for the attendance bonus for the classification in which the Employee was employed at the end of the immediately preceding year shall be by the following formula:

1st year of service - 5 days redeemed at ordinary time.

2nd and subsequent years of service redeemed at:

5 days or less	-	5 days at ordinary time.
6 and 7 days	-	5 days at ordinary time and 2 days at time and one quarter ( $1\frac{1}{4}$ ).
8, 9 and 10 days	-	5 days at ordinary time 2 days at time and one quarter ( $1\frac{1}{4}$ ) and 3 days at time and one half ( $1\frac{1}{2}$ ).



31.5 Except as provided by 31.4(i) and 31.4(ii) above, payment of the cash value of unused sick leave shall not be made.

31.6 For the purpose of 31.1 above, service before the date of approval of this Agreement, shall be counted as service.

### 32. RECREATIONAL LEAVE

32.1 Employees covered by this Agreement, in any one year, shall be entitled to 5 Recreational Days paid Leave in addition to any other Leave entitlement.

32.2 Subject to agreement between Employer and Employees, Employees may elect to take their Recreational Day off during down time.

32.3 Employees subject to the availability of work and at the absolute discretion of the Employer may elect to forego their Recreational Day off and work. Such time worked shall be of not less than eight continuous hours duration, worked between the hours of 6:30am and 6:30pm and be paid at the rate of time and one half ( $1\frac{1}{2}$ ).

32.4 Subject to clause 33, a Recreational Day must be taken as a single day in any one week.

32.5 Subject to agreement between the Employer and Employees, the use of Recreational Leave under clause 33 may not be restricted to single day(s) only.

### 33. INOCULATIONS

An Employee shall during working hours and at the Employers' expense receive from a qualified Medical Practitioner, inoculations as directed necessary for health and safety at work. Such inoculations shall include (but not be limited to) injections for Anti-Tetanus and Hepatitis B. The

right to refuse such inoculations shall be on medical or personal grounds and should the injections be refused the Employee may be redeployed at the discretion of the Employer.

34. **JOINT CONSULTATIVE COMMITTEES**

The parties to this Agreement are resolved to ensure that effective communication channels exist between the Employer and Employees. A Joint Consultative Committee, shall be created to facilitate this by providing a forum for discussing any matter of interest or concern to the Employees.

A Joint Consultative Committee shall be formed consisting of not more than 6 to deal with issues such as occupational health and safety, smoking in the workplace, drugs and alcohol in the workplace, manual handling and any other issues that may arise during the life of this Agreement.

The parties agree that a specific Committee will be established by February 1997 to actively consider the introduction of shift work at any or all of the sites set out in schedule 1 and the terms under which such shift work may be introduced.

35. **QUALITY COMMITMENT**

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if the Employer's aims and the long term job security of its staff are to be assured.

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

A means of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis with the Employer as an essential component of a long term career in the Funeral Industry.

The parties agree that in accordance with this commitment to quality all Employees will, as selected by the Employer during the term of this Agreement, participate in measures and programs arranged by the Employer through Sedgwick Limited which are designed to improve the Employer's motor vehicle accident record.

36. **ANNUAL LEAVE**

See Annual Leave Act, 1944 (NSW) (Note that Level 2A Employees receive 3 weeks annual leave (see Schedule 2)).

37. **LONG SERVICE LEAVE**

See Long Service Leave Act, 1955 (NSW).

38. **BEREAVEMENT LEAVE**

38.1 A full time or part time Employee shall be entitled to up to 3 consecutive days (if death has occurred overseas - one additional day) paid Bereavement Leave, on each occasion to attend a funeral or for matters related to the death of a person prescribed in 39.3 below.

38.2 Such leave shall apply whether the death occurred within Australia or overseas and may be taken in conjunction with other available leave with the agreement of the Employer.



38.3 Bereavement leave shall be available to an Employee in respect of the death of a person in the following categories:

- (i) immediate family members including parents (including step or foster parents), sibling (including step, adopted or foster siblings), husband or wife (including whether separated or divorced), de facto partner, parents in law.
- (ii) extended family members including niece, nephew, aunt, uncle, cousin.
- (iii) same sex partner.

38.4 The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required, provide proof of death being either a Statutory Declaration or Death Certificate.

38.5 Where an Employee requests other available leave to be taken in conjunction with Bereavement Leave the Employer shall grant such leave where it is reasonable to do so having regard to the circumstances and needs of the Employer

In all cases, proof of death shall be furnished by the Employee to the satisfaction of the Employer.

This clause shall have no operation during any time when the period of Leave referred to herein coincides with any other period of Leave entitlement of the Employee as contained in this Agreement.

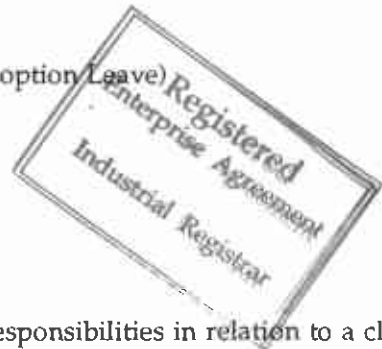
39. **PARENTAL LEAVE** (Including Maternity, Paternity and Adoption Leave)

See Industrial Relations Act, 1996 (NSW).

40. **PERSONAL CARER'S LEAVE**

40.1 **Use of Sick Leave**

- (i) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 41.1(iii)(b) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current sick leave entitlement, provided for at Clause 31 of this Agreement for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The Employee shall, if required, establish either by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take Carer's Leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use Sick Leave in accordance with this subclause is subject to:
  - (a) the Employee being responsible for the care of the person concerned; and
  - (b) the person concerned being either:
    - a spouse of the Employee; or



- a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to the person; or
  - a child or an adult child (including an adopted child, a step child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild, sibling of the Employee or spouse of the Employee;
  - a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
  - a Relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
    - (1) "relative" means a person related by blood, marriage or affinity;
    - (2) "affinity" means a relationship that one spouse because of marriage has blood relatives of the other; and
    - (3) "household" means a family group living in the same domestic dwelling.
- (iv) The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### 40.2 Unpaid Leave for Family Purpose

- (i) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in 41.1(iii)(b) who is ill.

#### 40.3 Annual Leave

- (i) An Employee may elect with the consent of the Employer, subject to the Annual Holidays Act, 1944, to take Annual Leave not exceeding 5 days in single day period or part thereof, in any calendar year at a time or times agreed by the parties.

#### 40.4 Time Off in Lieu of Payment for Overtime

- (i) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with paragraph 41.4(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.



- (iv) Where no election is made in accordance with 41.4(i), the Employee shall be paid overtime rates in accordance with this Agreement.

#### 41. JURY SERVICE

- 41.1 Employees required to attend for Jury Service shall notify the Employer as soon as possible prior to the date upon which they are required to attend for Jury Service. Employees shall give to the Employer proof of their attendance, the duration of such attendance and the amount received in respect of such Jury Service including any amount received in respect of fares.

Employees required to attend for Jury Service during their ordinary working hours, Monday to Friday, inclusive, shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wages they would have received in respect of their ordinary hours of work per day they would have worked had they not been on Jury Service, together with the difference between the amount received and the actual expenditure for fare and travelling to and from the court.

- 41.3 Employees who have been called to attend for Jury Service and are discharged shall return to their work place of employment during working hours to complete the shift for the day. The Employer will not be liable to make up the difference in wages and fares as provided for in subclause 42.2 in respect of Employees who are able to return to work during their ordinary working hours but fail to so return.

#### 42. TERMINATION OF EMPLOYMENT

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

* 60 days up to 1 year of service	- 1 weeks notice.
* between 1 and 3 years service	- 2 weeks notice.
* between 3 and 5 years service	- 3 weeks notice.
* over 5 years service	- 4 weeks notice

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

By mutual agreement these terms may be waived.

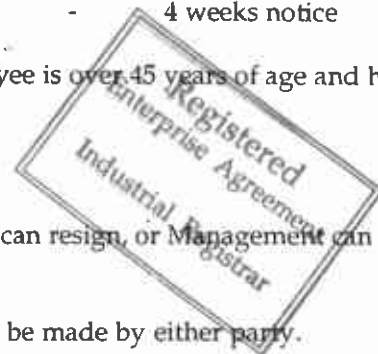
New Employees undertaking a 60 day probationary period can resign, or Management can terminate their employment without any notice.

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

#### 43. REDUNDANCY

##### 43.1 Discussions before Termination

- (i) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected and notify the Union.
- (ii) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the



terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.

- (iii) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

#### 43.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in subclause 43.1(i) the Employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment has been terminated and the Employer may at the Employer's option make payment in lieu of thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### 43.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 42, an Employee whose employment is terminated for reasons set out in subclause 43.1(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

##### Period of continuous service

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

##### Severance pay - under 45 years of age

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

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

##### Period of continuous service

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

##### Severance pay - 45 years and over

NIL  
5 weeks pay  
8.75 weeks pay  
12.5 weeks pay  
15 weeks pay  
17.5 weeks pay  
20 weeks pay

Weeks pay - means the ordinary time rate of pay for the Employee concerned. Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.



#### 43.4 Employees leaving during notice period

Employees whose employment is terminated for reasons set out in clause 43.1(i) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### 43.5 Alternative Employment

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

#### 43.6 Time off during notice period

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

For this purpose a statutory declaration will be sufficient.

#### 43.7 Notice to Commonwealth Employment Service

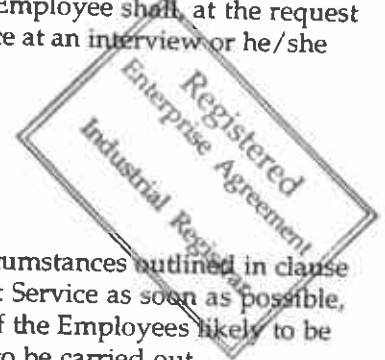
Where a decision has been made to terminate Employees in the circumstances outlined in clause 43.1(i), the Employer shall notify the Commonwealth Employment Service as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 43.8 Transmission of Business

- (i) Where a business is before, on or after the date of this Agreement, transmitted from an Employer (the "transmittor") to another Employer (the "transmittee") and an Employee who at the time of such transmission was an Employee of the transmittor in that business becomes an Employee of the transmittee:
  - (a) The continuity of the employer of the Employee shall be deemed not to have been broken by reasons of such transmission; and
  - (b) the period of employment which the Employee has with the transmittor or any prior transmittor shall be deemed to be service of the Employee with the transmittee.
- (ii) In this subclause "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 43.9 Employees with less than one years service

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



#### 43.10 Employees exempted

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

#### 43.11 Incapacity to pay

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

#### 44. NO EXTRA CLAIMS

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

#### 45. DISPUTES PROCEDURE

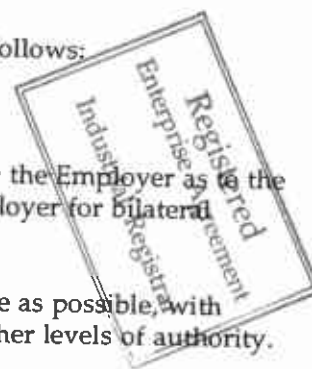
The procedure for the resolution of Industrial Disputation will be as follows:

##### 45.1 Procedures relating to grievances of individual Employees

- (i) The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- (ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- (v) While a procedure is being followed, normal work must continue.
- (vi) The Employee may be represented by an Industrial Organisation of Employees.

##### 45.2 Procedure for a dispute between Employer and Employees

- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) While a procedure is being followed, normal work must continue.
- (iv) The Employer may be represented by an Industrial Organisation of Employers and the Employees may be represented by an Industrial Organisation of Employees for the purposes of each procedure.



46. STAFF COUNSELLING

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

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

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

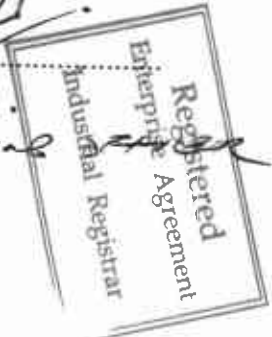
Third and Final Counselling - Written - If after two verbal counsellings, the Employer still considers the Employee to continue to remain unsatisfactory and in the presence of a witness of the Employee's choosing, the Employee will again be counselled and advised that a continuing failure on his/her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

47. SIGNATORIES

SIGNED for and on behalf of )  
SERVICE CORPORATION )  
INTERNATIONAL AUSTRALIA )  
PTY. LIMITED in the presence of:

*[Handwritten signature]*

Witness  
Name (printed): JUNIE TUBB

*[Handwritten signature]*  
Name: Rose Jean  
Position: CHIEF OPERATING OFFICER  


SIGNED for and on behalf of THE )  
FUNERAL AND ALLIED )  
INDUSTRIES UNION OF NEW )  
SOUTH WALES in the presence of:

*[Handwritten signature]*

Witness  
Name (printed): Kylie LeBreton

*[Handwritten signature]*  
Name: JAD FIELD  
Position: VICE PRESIDENT

## SCHEDULE 1

## SITES COVERED BY THIS AGREEMENT

## SYDNEY AND SUBURBS

AUBURN	LABOUR FUNERALS
BANKSTOWN	LABOUR FUNERALS
BANKSTOWN	METROPOLITAN FUNERALS
BANKSTOWN	WHITE LADY FUNERALS
BERKELEY VALE	SIMPLICITY
BLACKTOWN	GUARDIAN FUNERAL HOME
BONDI JUNCTION	WHITE LADY FUNERALS
BURWOOD	METROPOLITAN FUNERALS
CAMDEN	P E BUTLER FUNERALS
CAMPBELLTOWN	P E BUTLER FUNERALS
CASTLE HILL	ALLAN DREW FUNERALS
CASTLE HILL	HILLS DISTRICT FUNERALS
CHATSWOOD	SIMPLICITY FUNERALS
CREMORNE	ALLEN MATTHEWS
CROWS NEST	BRUCE MAURER FUNERALS
DEE WHY	PARKWAY FUNERALS
EASTWOOD	MOTOR FUNERALS
ERINA	SIMPLICITY FUNERALS
FAIRFIELD	FUNERALS OF DISTINCTION
FIVE DOCK	DIGNIFIED FUNERALS
GRANVILLE	A F ANDERSON FUNERALS
HURSTVILLE	J & C HARDY
KEMBLA GRANGE	HANSON & COLE
LAKEMBA	DIGNIFIED FUNERALS
LEPPINGTON	MACARTHUR DISTRICT FUNERALS
MINCHINBURY	SYDNEY FUNERAL SERVICES
MOSMAN	SYDNEY FUNERAL SERVICES
NEWTOWN	LABOR FUNERALS
NORTH RYDE	ALLEN MATTHEWS
PARRAMATTA	TIMMINS, METCALFE & MORRIS
PENRITH	WHITE LADY FUNERALS
RANDWICK	SIMPLICITY FUNERALS
ROCKDALE	J & C HARDY
ROCKDALE	METROPOLITAN FUNERAL HOME
ROUSE HILL	SIMPLICITY
SMITHFIELD	SIMPLICITY
ST MARYS	W H TIMMINS
SUTHERLAND	SIMPLICITY
TELARAH	SIMPLICITY
THE ENTRANCE	SIMPLICITY
TOUKLEY EAST	SIMPLICITY
WINDSOR	SIMPLICITY
WOLLONGONG	J W CHANDLER
WOY WOY	HANSON & COLE
	SIMPLICITY



## SCHEDULE 1

## SITES COVERED BY THIS AGREEMENT

## SYDNEY AND SUBURBS

AUBURN	LABOUR FUNERALS
BANKSTOWN	LABOUR FUNERALS
BANKSTOWN	METROPOLITAN FUNERALS
BANKSTOWN	WHITE LADY FUNERALS
BERKELEY VALE	SIMPLICITY
BLACKTOWN	GUARDIAN FUNERAL HOME
BONDI JUNCTION	WHITE LADY FUNERALS
BURWOOD	METROPOLITAN FUNERALS
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FAIRFIELD	FUNERALS OF DISTINCTION
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HURSTVILLE	J & C HARDY
LAKEMBA	DIGNIFIED FUNERALS
LEPPINGTON	MACARTHUR DISTRICT FUNERALS
MINCHINBURY	SYDNEY FUNERAL SERVICES
MOSMAN	SYDNEY FUNERAL SERVICES
NEWTOWN	LABOR FUNERALS
NORTH RYDE	ALLEN MATTHEWS
PARRAMATTA	TIMMINS, METCALFE & MORRIS
PENRITH	WHITE LADY FUNERALS
RANDWICK	SIMPLICITY FUNERALS
ROCKDALE	J & C HARDY
ROCKDALE	METROPOLITAN FUNERAL HOME
ROUSE HILL	SIMPLICITY
SMITHFIELD	SIMPLICITY
ST MARYS	W H TIMMINS
SUTHERLAND	SIMPLICITY
TELARAH	SIMPLICITY
THE ENTRANCE	SIMPLICITY
TOUKLEY EAST	SIMPLICITY
WINDSOR	J W CHANDLER
WOY WOY	SIMPLICITY



*Amended*

**SCHEDULE 2**

**LEVEL 2A - FUNERAL ATTENDANT**

**SPECIFIC TERMS AND CONDITIONS**

The following terms and conditions apply only to Employees employed in the classification of Level 2A - Funeral Attendant.

**1. ORDINARY HOURS**

The ordinary hours of work for a Level 2A Employee shall not exceed 40 hours per week Monday to Saturday, inclusive, worked as 8 continuous hours between 6.30am and 6.30pm.

**2. TIME OFF**

All Level 2A Employees shall be off duty at least one day in each week for a full 24 hours.

Such day off shall be agreed upon between Employer and the Employee. 10 times per year a period of 36 consecutive hours off duty shall be granted. Such time shall be agreed upon between the Employer and the Employee.

**3. ANNUAL LEAVE**

Level 2A Employees shall receive 5 weeks a year Annual Leave to compensate in part for working on gazetted Holidays.

**4. ADDITIONAL DAYS OFF DUTY**

In addition to Leave set out in Clauses 31, 32, 33, 37, 38, 39, 40 and 41 of this Agreement and points 2 and 3 of this Schedule, Level 2A Employees shall receive an additional 5 days off per duty between the hours of 8.00am and 5.00pm.

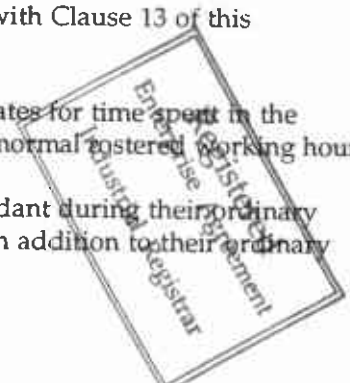
Such time off shall be mutually agreed upon between the Employer and the Employee.

**5. OVERTIME**

Subject to the following, overtime shall be worked in accordance with Clause 13 of this Agreement.

A Level 2A - Funeral Attendant shall not be entitled to overtime rates for time spent in the arrangement of Funerals and supervision of viewings outside their normal rostered working hours.

Funeral or removal work carried out by a Level 2A - Funeral Attendant during their ordinary rostered hours on duty on a Saturday shall be paid one half time in addition to their ordinary pay.





**SCHEDULE 3**

**SUPERANNUATION**

(Clause 22 of this Agreement)

In due course the Employer will only contribute to one Superannuation fund unless otherwise agreed by an Employee and the Employer.

Where the Employer contributes to a Superannuation Fund an amount in excess of that required under the Superannuation Guarantee Legislation that amount will continue to be paid until such time as it is fully absorbed by further increases in the amount required to be paid by the Employer under the Superannuation Guarantee Legislation.

