

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/242

TITLE: Service Corporation International Australia Pty Ltd Funeral Industry Enterprise Agreement 1999

I.R.C. NO: 99/4071

DATE APPROVED/COMMENCEMENT: 4 August 1999 and commenced 1 June 1999

TERM: Expires 1 June 2002

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 97/291

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

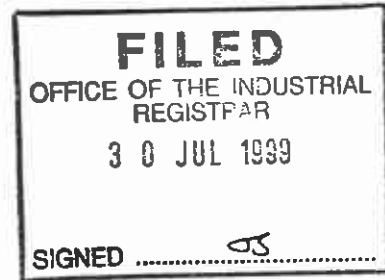
EMPLOYEES: Applies to all employees who are engaged in work covered by the Funeral Industries (State) Award, other than Resident Managers, Relieving Managers and Non-Resident or Duty Officers

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

**Registered
Enterprise Agreement
Industrial Registrar**



SERVICE CORPORATION INTERNATIONAL AUSTRALIA
PTY. LIMITED



**SERVICE CORPORATION
INTERNATIONAL AUSTRALIA PTY LTD
FUNERAL INDUSTRY
ENTERPRISE AGREEMENT
1999**



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ENTERPRISE AGREEMENT made this [] day of May 1999 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 1999.

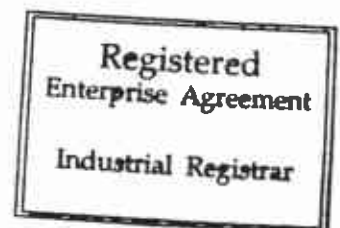
2. PARTIES

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

- 32. Annual Leave
- 23. Anti - Discrimination
- 3. Arrangement
- 34. Bereavement Leave
- 25. Carrying Of Casket
- 17. Classifications and Duties of Employees
- 22. Contract Labour
- 7. Date and Period of Operation
- 4. Definitions
- 41. Disputes Procedures
- 8. Duress
- 26. Embalming
- 9. Hours
- 29. Inoculations
- 30. Joint Consultative Committee
- 37. Jury Service
- 33. Long Service Leave
- 11. Meal Break /Meal Allowance
- 40. No Extra Claims
- 12. Overtime
- 35. Parental Leave
- 2. Parties
- 19. Payment of Wages
- 36. Personal Carer's Leave
- 14. Public Holidays
- 6. Purpose
- 31. Quality Commitment



3. **ARRANGEMENT** continued

- 39. Redundancy
- 28. Recreational Leave
- 13. Re-Imbursements
- 10. Rest Pause
- 15. Sunday – Funeral Work
- 5. Scope
- 27. Sick Leave
- 44. Signatories
- 42. Staff Counselling
- 20. Superannuation
- 38. Termination of Employment
- 1. Title
- 24. Uniforms
- 16. Union Meetings
- 21. Union Membership
- 18. Wages

4. **DEFINITIONS**

In this agreement unless the context otherwise requires

'**Agreement**' shall mean the Service Corporation International Australia Pty. Limited Funeral Industry Enterprise Agreement 1999.

'**Coffin /Casket**' shall mean a container constructed of any material and manufactured for the purpose of removal, cremation or interment of a deceased person.

'**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.

'**Funeral**' shall mean the conveying of a coffin /casket containing the body of a deceased person from any place direct to a cemetery or crematorium for the purpose of interring or cremation.

'**Holiday**' shall mean a day gazetted in the New South Wales Government Gazette as a public holiday.

'**Transfer**' shall mean the conveying of a deceased person from one place to another other than for the purpose of internment or cremation.

'**The Act**' shall mean the New South Wales Industrial Relations Act 1996.

5. **SCOPE**

This agreement shall apply to all Employees of the Employer employed in the classifications referred to in Clause 17 including those employed at the locations set out in Schedule 1.



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6. PURPOSE

The purpose of this Agreement is to regulate terms and conditions of employment of Employees employed by the Employer in the classifications referred to in Clause 17 (including those employed at the locations set out in Schedule 1) and to replace in its entirety the terms and conditions of Employment contained in the Funeral Industries (State) Award in so far as it applies to Employees of the Employer.

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 thirty-six- (36) 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 Level 2A Classification shall not exceed eight- (8) hours per day Monday to Friday inclusive, to be worked between 7.00am and 7.00pm; or

9.2 Where practical and subject to agreement between the Employer and the majority of Employees at a site as set out in Schedule 1 a nine- (9) day fortnight may be worked subject to the following:

- a) Employees shall not work more than eighty- (80) hours per fortnight averaged out over a two- (2) week cycle. Such hours worked shall be on a Monday to Friday basis and ordinary hours in any one- (1) day shall not exceed nine- (9) without the attraction of penalty rates. The ordinary hours of work shall be between 7.00am and 7.00pm with Employees working forty-five (45) hours at ordinary time in the first week and thirty five- (35) hours in the second week at ordinary time.
- b) Where Employees work a nine- (9) day fortnight and a public holiday falls on a Monday to Friday, Employees shall during that week work eight- (8) hours each working day.
- c) Employees working a nine- (9) day fortnight may be rostered off on a Monday to Friday basis.
- d) Where a nine- (9) day fortnight is being worked by agreement between the Employer and the majority of Employees at a site as set out in Schedule 1, either the Employer or a majority of Employees at the site may end the nine- (9) day fortnight working arrangement upon one month's notice. If this occurs then the ordinary hours of work will revert to that set out in clause 9.1.



9. **HOURS** continued

- 9.3 Starting times shall be determined by the Employer at ceasing time the day before.
- 9.4 Permanent Employees shall participate in reasonable rostering to meet the needs of the Industry.
- 9.5 The hours of work for a casual Employee shall not be less than three- (3) hours per day Monday to Friday inclusive worked between 7.00am to 7.00pm. At all times other than ordinary hours of work the overtime provision as set out in Clause 12 of this Agreement shall apply to casual Employees.

10. **REST PAUSE**

Where practicable, Employees shall be allowed ten- (10) minutes in the morning and ten- (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 /MEAL MONEY**

- 11.1 All Employees shall not work longer than five- (5) hours without a Meal Break of not less than thirty- (30) minutes.
- 11.2 Any Employee who continues to work for more than two- (2) hours after their ordinary ceasing time shall be paid a meal allowance of \$10.50.
- 11.3 Any Employee, who commences work two- (2) hours or more before their ordinary starting time and does not have a meal break, shall be paid a meal allowance of \$10.50.
- 11.4 Where the Employee is unable to be provided with suitable dining facilities for their recognised meal break a meal allowance of \$10.50 shall be paid by the Employer to the Employee.
- 11.5 Subject to suitable dining facilities being available the Employer may determine at what location the Employee will take their recognised meal break.

12. **OVERTIME**

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

12.1. (a) **Time and One Half**

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



12. **OVERTIME** continued.

12.1 (b) **Double Time**

- (i) Sunday for all time worked between 7.00am and 10.00pm.
- (ii) Monday to Friday, inclusive, for all time worked two- (2) hours after the ordinary ceasing time.
- (iii) Saturday for all time worked from midnight Friday to 7.00am Saturday on all work and after the first two hours on a Saturday morning, for hours in excess of ordinary hours as prescribed by this Agreement.
- (iv) Saturday for funeral work where the Employee commences at 10.00am or after.

(c) **Double Time and One Half**

- (i) For all time worked between 7.00am and 10.00pm on Holidays.
- (ii) For all time worked between midnight Saturday and 7.00am on Sunday.
- (iii) For all time worked between 10.00pm and midnight on a Sunday.
- (iv) For all time worked during an Employee's ordinary rostered hours of work on a Holiday which rate shall be paid in addition to the ordinary weekly wage.

(d) **Treble Time**

- (i) For all time worked between the hours of midnight and 7.00am on a Holiday.
- (ii) For all time worked between 10.00pm and midnight on a Holiday.

- 12.2 (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid a minimum of two- (2) hours at the appropriate overtime rates for each time the Employee is recalled.
- (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 a Saturday or Public Holiday for Funeral work shall be paid for a minimum of four- (4) hours at the appropriate rate. Such Employees may be required to perform mixed functions or any of the duties of their classification for the duration of the work.
- (d) For the purposes of the performance of overtime work on Saturday funerals the Employees located at an establishment of the Employer shall arrange a roster amongst themselves to be approved by 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.



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12. OVERTIME continued

- 12.3 Each day shall be deemed to commence at midnight and finish at midnight.
- 12.4 Employees employed on a casual basis outside the ordinary hours of work of this Agreement shall be paid the overtime rates as set out in this clause in accordance with their classification in which they are employed.
- 12.5 The Company may elect to allow an Employee to take home a company vehicle for the purpose of Standby. The vehicle shall be used for Company business only.
- 12.6 In computing overtime, the rate shall be calculated on the basis of a 30 minute block so that any portion of one half hour being less than one half hour shall be reckoned as 30 minutes, but any period of 10 minutes or less shall be disregarded.
- 12.7 An Employee who is required by the Employer to be available for recall to work outside of ordinary hours shall be paid the following allowances for standing by:

Monday to Friday	-	\$11.00
Saturday and Sunday	-	\$22.00
Public Holidays	-	\$33.00

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

13. REIMBURSEMENTS

All expenses paid out by an Employee on behalf of the Employer shall be reimbursed to the Employee by the Employer.

14. PUBLIC HOLIDAYS

The following days shall be Holidays and free from Funeral work: -
New Years Day, Australia Day, Good Friday, Anzac Day, Christmas Day.

Funeral work will be permitted on: -

Easter Saturday, Easter Monday, Eight-Hour day, Queens Birthday, Boxing Day and any other day proclaimed by the State to be a Public Holiday. On such days funerals must commence before 12.00 midday.

15. SUNDAY - FUNERAL WORK

Funeral work shall not be permitted on a Sunday.



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16. UNION MEETINGS

- 16.1: During the life of this Agreement Employees shall be entitled to three- (3) paid stop work meetings.
- 16.2 The Meeting shall be called by the Secretary of the Union, who shall give the Employer such notice in advance of such Meeting as to be reasonably assured that Funeral work interruption shall be minimised.
- 16.3: The maximum time allowed away from work for each Meeting shall not exceed four (4) hours including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the Meeting.
- 16.4: Employees shall produce satisfactory proof that they attended such meeting before the Employer provides payment to the Employee.

17. CLASSIFICATIONS AND DUTIES OF EMPLOYEES

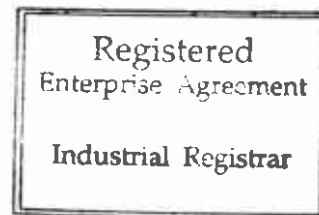
- 17.1 In addition to the duties listed below, Employees shall carry out all duties and perform all functions as directed by the Employer, which are within the Employee's skill, competence and training.
- 17.2 The Company's Policies and Procedures which may vary from time to time must be adhered to by all employees.
- 17.3 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.

17.4 Trainee Funeral Attendant

- Works at all times under supervision.

17.5 Level 1 – Funeral Attendant

- Driving - Drivers Licence
- Personal /Industrial 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



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17. CLASSIFICATIONS AND DUTIES OF EMPLOYEES continued

17.6 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.

17.7 Level 2A - Residing on Premises

- A person who resides on 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.

17.8 Trainee Embalmer

- Works under supervision of a qualified Embalmer.

17.9 Qualified Embalmer

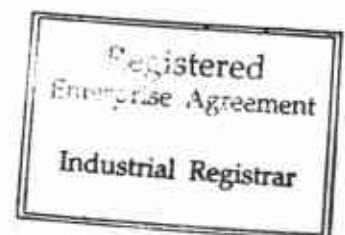
- Proficient in all the above
- Holder of an approved Certificate
- Arterial preservation of Human Remains
- Any other form of body preparation.

18. WAGES

18.1 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 per week
-	\$20.00 per week
-	\$20.00 per week



18. **WAGES** continued

18.2 The rates of pay 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 20 th May 2000	Weekly Rate of Pay from First Pay Period On or After 20 th May 2001
Trainee Funeral Attendant	\$475.00	\$495.00	\$515.00
Level 1 - Funeral Attendant	\$554.00	\$574.00	\$594.00
Level 2 - Funeral Attendant	\$564.00	\$584.00	\$604.00
Level 2A - Residing on Premises	\$564.00	\$584.00	\$604.00
Trainee Embalmer	\$564.00	\$584.00	\$604.00
Embalmer Qualified	\$599.00	\$619.00	\$639.00

- 18.3 The parties agree that up to \$5.00 increase in rates of pay from over-award payments other than the Long Service Leave allowance may be absorbed into any over-award payments being made.
- 18.4 Employees currently receiving a Long Service Leave Allowance shall continue to have the 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.
- 18.5 Employees whose ordinary place of work is outside the Sydney City or Metropolitan area and who are required by the Employer to be on standby for twenty-four- (24) hour periods or greater for the purpose of recall shall be paid a Regional Allowance of \$11.00 per day in addition to any other payments.
- 18.6 Employee covered by this Agreement who are called upon to participate in an exhumation or a vault transfer shall be paid the sum of \$55.00 per Employee per body exhumed or transferred.
- 18.7 A Casual Employee is one engaged and paid as such. Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40, plus 20%, with a minimum payment of 3 hours for work done on a Monday to Friday during ordinary hours as prescribed by this agreement.

At all other times for Casual Employees, the overtime provisions as set out in Clause 12 shall apply.



18. WAGES continued

- 18.8 An Employee who is required by the Employer to hold a recognised Embalming certificate shall receive a weekly allowance of \$50.00 in addition to rates of pay set out in Clause 18.2. This allowance is payable during all leave but not for the purpose of computing overtime or redeeming sick leave and recreational leave
- 18.9 An Employee who is recognised by the Employer as a trainee embalmer and who works directly under the supervision of a qualified embalmer shall be paid a weekly allowance of \$30.00 in addition to rate of pay as set out in Clause 18.2. This allowance is payable during all leave but not for the purpose of computing overtime or redeeming sick leave and recreational leave
- 18.10 Casual Trainee Embalmers shall be paid a daily allowance of \$6.00 per day.
- 18.11 Casual Embalmers shall be paid a daily allowance of \$10.00 per day

19. PAYMENT OF WAGES

- 19.1 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.
- 19.2 Bank and Government charges associated with this method of payment are included within the rates of pay adjustments in sub-clause 18.2 of this Agreement.
- 19.3 All Employees shall be provided with an itemised statement of the amounts and reasons for any deductions.

20. 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 benefits from being Members of the Services Investments Superannuation Fund will continue to receive those benefits. (See Schedule 3).

21. UNION MEMBERSHIP

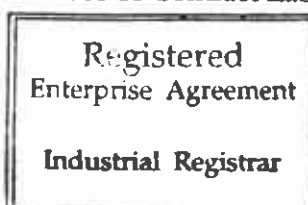
The Employer shall support all Employees who are to be covered by the terms of this Agreement to make application for membership of the Funeral and Allied Industries Union of New South Wales.

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.

22. 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.



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23. ANTI-DISCRIMINATION

It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

24. UNIFORMS

- 24.1 All Employees covered by the terms of this Agreement shall be provided with a suitable uniform by the Employer. Such uniforms shall be worn as directed by the Employer. In particular the parties agree that all Employees will wear Support 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 Support Belt for reasons relating to the Employee's health and safety.
- 24.2 The maintenance of such uniform other than shirts and blouses shall be the responsibility of the Employer.
- 24.3 Employees shall take all due care with uniforms or protective clothing as supplied by the Employer.
- 24.4 All items of clothing and protective clothing shall remain the property of the Employer at all times.
- 24.5 Wet weather gear shall be provided to all Employees.
- 24.6 The company may elect to pay a daily allowance of \$3.00 where an Employee launders and maintains their complete uniform.

25. CARRYING OF CASKETS

- 25.1 On funerals not less than two- (2) people shall be employed if the deceased is between five- (5) and twelve- (12) years of age. If the deceased over twelve- (12) years of age not less than three- (3) people shall be employed. Where an American type casket or similar is to be used not less than four- (4) shall be employed.
- 25.2 Where Employees are engaged on funeral or transfer work where the deceased is contained in a leaden coffin /casket the number of Employees to be used is as follows:
- | | | | |
|------|---|---|---|
| i) | When the deceased person is under three (3) years | - | 2 |
| ii) | When the deceased person is three (3) years of age and under fifteen (15) | - | 4 |
| iii) | When the deceased person is fifteen (15) years or over | - | 6 |
- 25.3 Where Employees are engaged on a funeral where the deceased is contained in a zinc-lined coffin, the number of Employees to be used is as follows:
- | | | | |
|-----|--|---|---|
| i) | When the deceased is under three (3) years | - | 2 |
| ii) | When the deceased is over three (3) years | - | 3 |
- 25.4 In addition to the above, an additional Employee shall be used when any body contained in a coffin/ casket is heavy and it is reasonable to require an additional Employee.



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25. **CARRYING OF CASKETS** continued

- 25.5 For the purpose of transporting a coffin /casket to the airport where mechanical means are used to load/unload the coffin/casket from the vehicle only two (2) Employees need be employed.
- 25.6 Where coffin/ caskets are transferred to suitable S.C.I.A. premises for the purpose of viewing, funeral preparation or a funeral only two- (2) Employees need be employed.
- 25.7 Where transfers are carried out by means of a stretcher not less than two (2) people shall be employed.
- 25.8 Not more than one body shall be carried on a stretcher at any one time.
- 25.9 The parties agree that the J.C.C. will continue to identify, assess and control risks arising from manual handling activities in the workplace.

26. **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.

27. **SICK LEAVE**

- 27.1 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 willful 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.
- 27.2 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 day or days for which sick leave is claimed, provided that a Doctor's Certificate shall not be required for the first single day's absence in each sick leave year.
- Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after the Recreational Day.
- 27.3 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.



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27. **SICK LEAVE** continued

- 27.4 (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 (1.1/4)

8,9 and 10 days - 5 days at ordinary time
2 days at time and one quarter (1.1/4)
and 3 days at time and one half (1.1/2)

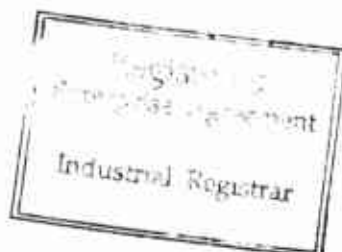
27.5 Except as provided by 27.4(i) and 27.4(ii) above, payment for the cash value of unused sick leave shall not be made.

27.6 For the purpose of 27.1 above, service before the date of approval of this Agreement, shall be counted as service.

28. **RECREATIONAL LEAVE**

Permanent Employees covered by this Agreement shall be entitled to five- (5) days paid leave (Recreational Days) in any one year in addition to any other leave entitlements under this agreement subject to the following:

- a) The Recreational Days may be taken as Single Days Only;
- b) The Recreational Days off must be taken between Tuesday and Thursday;
- c) The Recreational Day is not to be taken either side of an Employee's Monday to Friday off where the Employee works a nine- (9) day fortnight;
- d) The Recreational Days must be approved by the Employer before the taking of such a day;
- e) The Recreational Days will accumulate at the rate of 3.33 hours per month and any untaken leave during the year will be paid to the Employee on their anniversary;
- f) Upon termination Employees shall be paid for any accumulated Recreational Days; and
- g) For the purpose of calculating the accumulation of Recreational Days under Clause 28 (e), service before the date of coming into force of this agreement shall be counted as service.



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

30. 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 (J.C.C.), 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 six (6) persons 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.

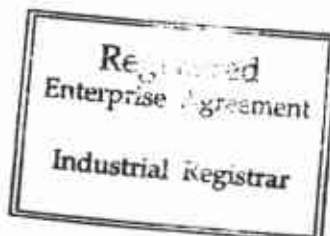
The parties agree that a specific Committee will be established by February 1997 to actively consider the introduction of shift work at any or all of the sites set out in schedule 1 and the terms under which such shift work may be introduced.

31. QUALITY COMMITMENT

- 31.1 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.
- 31.2 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.
- 31.3 A means of ensuring this commitment of 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.
- 31.4 The parties agree that in accordance with this commitment to quality all Employees will, as elected by the Employer during the term of this Agreement, participate in measures and programs arranged by the Employer through Sedwick Limited which are designed to improve the Employer's motor vehicle accident record.

32. ANNUAL LEAVE

See Annual Holidays Act, 1944 (NSW) (Note that Level 2A Employees receive 5 weeks annual leave (See Schedule 2).)



33. LONG SERVICE LEAVE

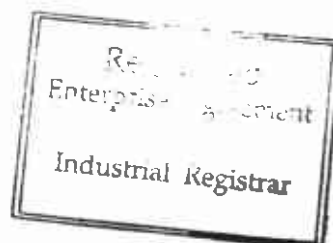
See Long Service Leave Act, 1955 (NSW).

34. BEREAVEMENT LEAVE

- 34.1 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 34.3 below.
- 34.2 Such leave shall apply whether the death occurred within Australian or overseas and may be taken in conjunction with other available leave with the agreement of the Employer.
- 34.3 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 divorces), de facto partner, parents in law.
 - (ii) Extended family members including niece, nephew, aunt, uncle, and cousin.
 - (iii) Same sex partner.
- 34.4 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.
- 34.5 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.
- 34.6 In all cases, proof of death shall be furnished by the Employee to the satisfaction of the Employer.
- 34.7 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.

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

See Industrial Relations Act, 1996 (NSW)



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36. PERSONAL CARER'S LEAVE

36.1 Use of Sick Leave

- (i) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 36.1(iii)(b) who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current sick leave entitlement, provided for at Clause 27 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 of Statutory Declaration, the illness of the person concerned and that the illness is such as to require care of another person. In normal circumstances, an Employee must not take Carer's Leave under this sub-clause where another person has taken leave to care for the same person.
- (iii) The entitlement to use Sick Leave in accordance with this sub-clause is subject to:
 - (a) The Employee being responsible for the care of the person concerned; and
 - (b) the person concerned being either:
 - A) A spouse of the Employee;
 - B) 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;
 - C) 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;
 - D) A same sex partner who lives with the Employee as the de facto partner of the Employee on a bona fide domestic basis;
 - E) 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.



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- A signature below it.
- The initials "KFL" at the bottom right.

36. PERSONAL CARER'S LEAVE

36.1 Use of Sick Leave

- (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, 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.

36.2 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 36.1(iii)(b) who is ill.

36.3 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 periods or part thereof, in any calendar year at a time or times agreed by the parties.

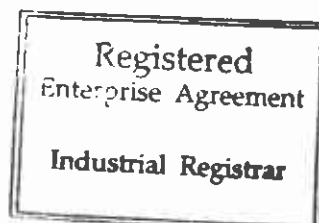
36.4 Time Off in Lieu of Payment for Overtime

- (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 36.4(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 36.4(i), the Employee shall be paid overtime rates in accordance with this Agreement.

37. JURY SERVICE

37.1 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.

37.2 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 fares and travelling to and from the court.



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37. JURY SERVICE continued

37.3 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 sub-clause 37.2 in respect of Employees who are able to return to work during their ordinary working hours but fail to so return.

38. TERMINATION OF EMPLOYMENT

38.1 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

38.2 The period of notice is increased by one week if the Employee is over 45 years of age and has completed at least two- (2) year's continuous service.

38.3 By mutual agreement these terms may be waived.

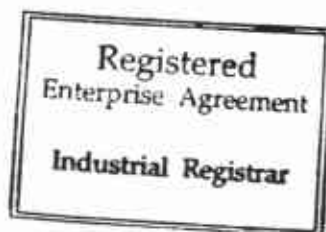
38.4 New Employees undertaking a 60-day probationary period can resign, or Management can terminate their employment without any notice.

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

39. REDUNDANCY

39.1 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 to be done by anyone and that this is not due to the ordinary and customary turnover of labour and that the decision may lead to the 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 discussions of 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.



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39. REDUNDANCY continued

39.2 Transfer to lower paid duties.

Where an Employee is transferred to lower paid duties for reasons set out in sub-clause 39.1(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 any 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.

39.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 38, Employee whose employment is terminated for reasons set out in sub-clause 39.1(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service Age	Severance Pay - Under 45 years of Age
Less than 1 Year	Nil
1 Year but less than 2 Years	4 weeks pay
2 Years but less than 3 Years	7 weeks pay
3 Years but less than 4 Years	10 weeks pay
4 Years but less than 5 Years	12 weeks pay
5 Years but less than 6 years	14 weeks pay
6 Years and Over	16 weeks pay

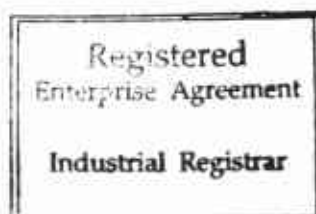
Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Period of Continuous Service	Severance Pay - Over 45 years of Age
Less than 1 Year	Nil
1 Year but less than 2 Years	5 weeks pay
2 Years but less than 3 Years	8.75 weeks pay
3 Years but less than 4 Years	12.5 weeks pay
4 Years but less than 5 Years	15 weeks pay
5 Years but less than 6 years	17.5 weeks pay
6 Years and Over	20 weeks pay

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

39.4 Employees leaving during notice period

Employees whose employment is terminated for reasons set out in clause 39.1(1) 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.



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39. **REDUNDANCY** continued

39.5 **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 adequate alternative employment for an Employee.

39.6 **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 day 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 proof of attendance.

39.7 **Notice of Commonwealth Employment Service**

Where a decision has been made to terminate Employees in the circumstances outlined in clause 39.1(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.

39.8 **Transmission of Business**

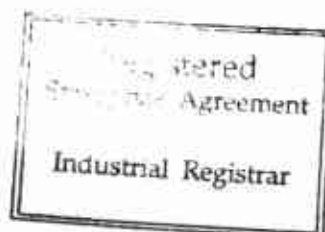
- (i) Where a business is before on or after the date of this Agreement, transmitted from an Employer (the 'transmittor') to another Employer (the 'transmittee') and an Employee who at the time of such transmission was an Employee of the transmittor in that business becomes an Employee of the transmittee:
 - (a) The continuity of the Employer of the Employee shall be deemed not to have been broken by reason 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 sub-clause "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.

39.9 **Employees with less than one years service**

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

39.10 **Employees exempted**

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



39. **REDUNDANCY** continued

39.11 **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.

40. **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).

41. **DISPUTES PROCEDURE**

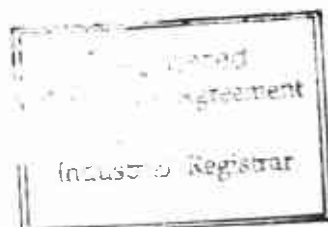
The procedure for the resolution of Industrial Disputation will be as follows:

41.1 **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.

41.2 **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 Employee for the purposes of each procedure.



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42. 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.

42.1 First Counselling - Verbal

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

42.2 Second Counselling - Verbal

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

42.3 Third and Final Counselling - Written

If after two verbal counsellings, the Employer still considers the Employee to continue to remain unsatisfactory and in the presence of a witness of the Employee's choosing, the Employee will again be counselled and advised that the 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.



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44. SIGNATORIES

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



Name (printed) Richard Davis

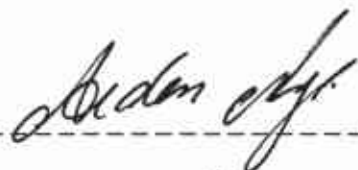
Position: Chief Executive Officer

Kylie Norris

Witness

Name: (printed) Kylie Norris

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



Name (printed) AIDEN MYE

Position: SECRETARY



Witness

Name: (printed) R. CLOUGH

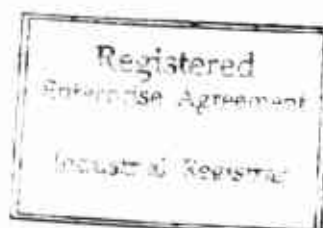


SCHEDULE 1

SITES COVERED BY THIS AGREEMENT

SYDNEY AND SUBURBS

AUBURN	LABOR FUNERALS
BALGOWLAH	SIMPLICITY FUNERALS
BANKSTOWN	LABOR FUNERALS
BANKSTOWN	METROPOLITAN FUNERALS
BANSKTOWN	WHITE LADY FUNERALS
BATEAU BAY	SIMPLICITY FUNERALS
BELFIELD	OPERATIONS CENTRE
BELMONT	PARSONS FUNERALS
BERESFIELD	BERESFIELD FUNERALS
BERKELEY VALE	SIMPLICITY FUNERALS
BLACKTOWN	GUARDIAN FUNERAL HOME
BONDI JUNCTION	WHITE LADY FUNERALS
BROADMEADOW	SIMPLICITY FUNERALS
BULLI	HANSEN & COLE
BURWOOD	DIGNIFIED / METROPOLITAN FUNERALS
CAMDEN	P E BUTLER FUNERALS
CAMPBELLTOWN	P E BUTLER FUNERALS
CASTLE HILL	ALLAN DREW FUNERALS
CHATSWOOD	SIMPLICITY FUNERALS
CREMORNE	ALLEN MATTHEWS
CROWS NEST	BRUCE MAURER FUNERALS
DEE WHY	PARKWAY FUNERALS
EASTWOOD	WHITE LADY FUNERALS
ERINA	SIMPLICITY FUNERALS
FAIRFIELD	FUNERALS OF DISTINCTION
FIVE DOCK	DIGNIFIED FUNERALS
GRANVILLE	A F ANDERSON FUNERALS
HURSTVILLE	J & C HARDY
KEMBLA GRANGE	HANSEN & COLE
LAKEMBA	DIGNIFIED FUNERALS
LEPPINGTON	MACARTHUR DISTRICT FUNERALS
LIVERPOOL	LIVERPOOL FUNERALS
MAITLAND	WHITE LADY FUNERALS
MAYFIELD	WHITE LADY FUNERALS
MINCHINBURY	SYDNEY FUNERAL SERVICES
MIRANDA	SIMPLICITY FUNERALS
MOSMAN	WHITE LADY FUNERALS
NEWCATLE	BERESFIELD FUNERALS
NEWTOWN	LABOR FUNERALS
NORTH RYDE	ALLEN MATTHEWS
PARRAMATTA	METCALFE & MORRIS
PENNANT HILLS	WHITE LADY FUNERALS
PENRITH	WHITE LADY FUNERALS



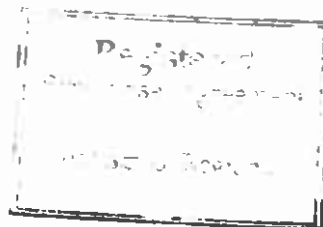
SCHEDULE 1

SITES COVERED BY THIS AGREEMENT

SYDNEY AND SUBURBS

RANDWICK
ROCKDALE
ROCKDALE
ROSEVILLE
ROUSE HILL
SMITHFIELD
ST. MARYS
SUTHERLAND
TELARAH
THE ENTRANCE
TORONTO
TOUKLEY EAST
WINDSOR
WOLLONGONG
WOY WOY

SIMPLICITY FUNERALS
J & C HARDY
METROPOLITAN FUNERAL HOME
WHITE LADY FUNERALS
SIMPLICITY FUNERALS
SIMPLICITY FUNERALS
W H TIMMIN
WHITE LADY FUNERALS
SIMPLICITY FUNERALS
SIMPLICITY FUNERALS
AWABA
SIMPLICITY FUNERALS
J W CHANDLER
HANSEN & COLE / WHITE LADY FUNERALS
SIMPLICITY FUNERALS



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SCHEDULE 2

LEVEL 2A – FUNERAL ATTENDANT

The following terms and conditions apply only to Employees employed in 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 Friday, inclusive, worked as 8 continuous hours between 7.00am and 7.00pm.

2. **TIME OFF**

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

Such a day off shall be agreed upon between Employer and the Employee. Ten (10) times per year a period of thirty-six (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 32, 33, 34, 35, 36, 37, and 39.6 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.

5. **OVERTIME**

Subject to the following, overtime shall be worked in accordance with Clause 12 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 at their location.

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.



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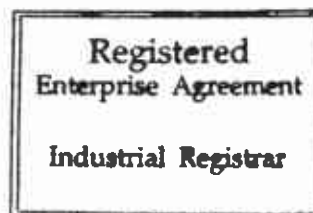
SCHEDULE 3

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.



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