

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/40

TITLE: Service Corporation International Australia Pty. Limited Funeral Industry Enterprise Agreement 2002

I.R.C. NO: IRC2/5469

DATE APPROVED/COMMENCEMENT: 22 October 2003/1 June 2002

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/242

GAZETTAL REFERENCE: 21 March 2003

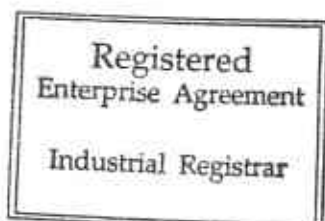
DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Service Corporation International Australia Pty. Limited who fall within the coverage of the Funeral Industries (State) Award

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



SERVICE CORPORATION INTERNATIONAL
AUSTRALIA PTY. LIMITED

FUNERAL
ENTERPRISE AGREEMENT
2002



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ENTERPRISE AGREEMENT made this [1st] day of September 2002 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 2002.

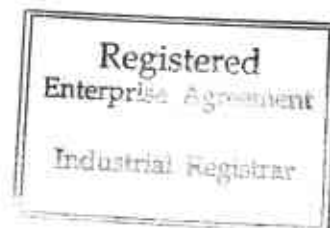
2. PARTIES

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
- 40. Anti - Discrimination
- 3. Arrangement
- 31. Bereavement Leave
- 24. Carrying Of Casket
- 17. Classifications and Duties of Employees
- 22. Contract Labour
- 7. Date and Period of Operation
- 4. Definitions
- 38. Disputas Procedures
- 8. Duress
- 25. Embalming
- 9. Hours
- 28. Inoculations
- 34. Jury Service
- 30. Long Service Leave
- 11. Meal Break /Meal Allowance
- 37. No Extra Claims
- 12. Overtime
- 32. Parental Leave
- 2. Parties
- 19. Payment of Wages
- 33. Personal Carer's Leave
- 14. Public Holidays
- 6. Purpose of Agreement
- 36. Redundancy
- 27. Recreational Leave
- 41. Relationship to Company Policies and Procedures
- 13. Re-Imbursements
- 10. Rest Pause
- 15. Sunday - Funeral Work
- 5. Scope
- 26. Sick Leave
- 42. Signatories
- 39. Staff Counselling
- 20. Superannuation
- 35. Termination of Employment
- 1. Title
- 23. 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 2002.

'**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 interment 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.

6. PURPOSE OF AGREEMENT

Parties to this agreement agree that the following reflects the spirit of the Employer Employee relationship.

"SCIA, its employees and unions representing those employees recognise each others philosophies, structures and responsibilities. They further recognise that they are partners in the well being of the Company and are committed to creating a safer workplace and a more viable and competitive enterprise."

SCIA is New South Wales' preminent Funeral Company. Our principal focus is providing individualised, personalised and professional Funeral Services to every family we serve. Serving one New South Wales family at a time. We strive to provide the best possible training and efficient uniformity of work practices so that we may consistently exceed our client expectation.

Achieving these objectives involves a close working relationship through all levels within SCIA. The parties recognise that it is an ongoing process to achieve those goals and are committed to the continual review of workpractices, procedures and policies to contribute to enhanced productivity and efficiency.

As part of this process the parties have considered a broad agenda of items directed towards improving productivity and are in full agreement with all of the items presented in this document. As well as the broad goals agreed herein the parties are committed to the following principles:

- (i) To promote the development of trust and motivation within the enterprise.
- (ii) Honesty, mutual respect and a business like attitude to prevail at all times.
- (iii) All employees to be treated fairly and equitably.
- (iv) A safe working environment and/or the provision of appropriate safety equipment to be the right of every employee.
- (v) A free exchange of information and ideas to prevail at all times.

This Agreement formally regulates terms and conditions of employment of Employees referred to in Clause 17 employed by the Employer at the locations – referred to 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 the abovementioned.

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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 three (3) years 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 existing permanent Employees other than Level 2A Classification shall not exceed forty (40) hours per week or eight- (8) hours per day, on any five (5) working days Monday to Friday inclusive, or any variation thereof, to be worked between 7.00am and 8.00pm

The ordinary hours of work for new permanent Employees shall not exceed forty (40) hours per week or eight- (8) hours per day, on any five (5) working days Monday to Sunday inclusive, or any variation thereof, to be worked between 7.00am and 8.00pm. Existing permanent employees may elect to work in accordance with this sub clause.

In the event that the Employer requests the Employee to work on a day which is the employee's designated day off, the employee shall be paid at the applicable overtime rates.

9.2 When Permanent Employees are required to work ordinary hours from 7.00pm to 8.00pm, such employees shall where practicable be notified of this requirement no later than 48 hours prior.

9.3 (a) When an employee is required to work ordinary hours on a Saturday pursuant to clause 9.1, he/she shall be paid a loading of 25% in addition to their ordinary rate of pay.

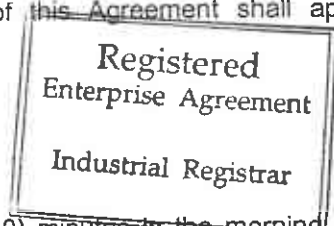
(b) When an employee is required to work ordinary hours on a Sunday pursuant to clause 9.1, he/she shall be paid a loading of 50% in addition to their ordinary rate of pay.

(c) When an employee is required to work on a Holiday between 7am and 10pm he/she shall be paid a loading of 150% in addition to their ordinary rate of pay.

9.4 Starting time and starting location shall be determined by the Employer at ceasing time the day before. The starting location of an employee may be within a 15km radius of their normal place of employment.

9.5 Permanent Employees shall participate in reasonable rostering to meet the needs of the Industry.

9.6 The hours of work for a casual Employee shall not be less than three - (3) hours per day. Casuals will be engaged on the basis of applicable ordinary time rates of pay for work performed in accordance with clause 9.1. 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.

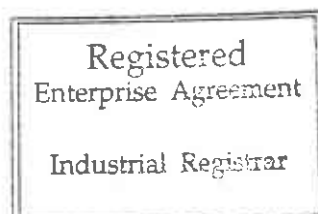
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11. MEAL BREAK /MEAL MONEY

- 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 at the direction of the Employer for more than two - (2) hours after their ordinary ceasing time, shall be paid a meal allowance of \$10.50. However any such allowance must be approved in advance by the Employee's Manager.
- 11.3 Any Employee, who commences work at the direction of the Employer 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 In all cases, the maximum meal allowance payable to an employee is \$10.50 and must be submitted on the next working day.
- 11.5 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.
- 11.6 Subject to suitable dining facilities being available the Employer may determine at what location the Employee will take their recognised meal break.

12. OVERTIME

- 12.1 (a) Overtime means time worked with the prior authorisation of the Employer beyond the ordinary hours of work specified in this Agreement and/or outside the span of hours specified in Clause 9.1 of this Agreement.
- (b) All Employees shall be paid overtime rates in the following circumstances:
- (i) for the first 2 hours outside the ordinary span of hours referred to at Clause 9.1, time and one half for the first 2 hours and double time thereafter. Overtime on a Saturday at time and one half for the first two - (2) hours and double time thereafter.
 - (iii) Overtime on a Sunday at double time for all time worked between 7am and 10pm.
 - (iv) Overtime from midnight Friday to 7am Saturday will be paid at double time.
 - (v) Overtime from midnight Saturday to 7am Sunday will be paid at double time and one half.
 - (vi) Overtime from 10pm and midnight on a Sunday shall be paid at double time and one half.
 - (vii) Overtime from midnight and 7am on a Holiday shall be paid at treble time.
 - (viii) Overtime worked between 10pm and midnight on a Holiday shall be paid at treble time.
- (c) Shift loadings are not applicable when overtime rates apply.
- 12.2 (a) An Employee recalled to work overtime after leaving the Employer's premises or an Employee called in shall be paid a minimum of two - (2) hours at the applicable overtime rates for each time the Employee is recalled. Employees recalled for the purpose of Arranging Funerals will be paid reasonable travelling time.
- (b) Employees shall, in relation to all functions of their classification, be available to work overtime to meet the needs of the Employer having regard to the nature of the Industry.
- (c) Employees engaged on a Saturday (or equivalent Saturday in the case of those employees that work shifts other than Monday to Friday) or Public Holiday for Funeral Work shall be paid for a minimum of four- (4) hours at the applicable rate. Such Employees may be required to perform mixed functions or any of the duties of their classification for the duration of the work.



- 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 (a) An Employee who is required by the Employer to be on standby to work outside of ordinary hours will attract one of the following payments:
- (i) where the employee does not work in the standby period an allowance set out below shall be paid for each continuous standby period:

Monday to Friday	-	\$11.70
Saturday and Sunday	-	\$23.40
Public Holidays	-	\$35.10
 - (ii) where the employee works during the standby period they will be paid at the applicable penalty rates.
- 12.8 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.

13. REIMBURSEMENTS

All expenses paid out by an Employee on behalf of the Employer require prior approval by the Employer and shall be reimbursed to the Employee by the Employer subsequent to the provision of the appropriate supporting documentation. .

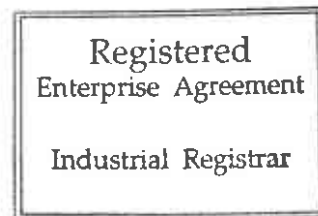
14. PUBLIC HOLIDAYS

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



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 of the location and time of such meeting in advance so 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 All new full time Employees shall be employed subject to satisfactory completion of a probationary period of 90 days from the date of commencement of employment.
- 17.2 The Company's Policies and Procedures which may vary from time to time must be adhered to by all employees.
- 17.3 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.
- 17.4 Progression through the levels listed below is contingent upon written approval by the Employer of such progression. This clause shall apply to employees commencing subsequent to the date for this agreement.
- 17.5 Classifications

Level 1 – Funeral Assistant

Must be proficient in all duties and meets the standards as set out in the current SCIA Job Description for Funeral Assistant (as varied from time to time) provided that proficiency and standards are verified and approved in writing by management based upon workplace assessment of the employee and successful completion of all applicable SCIA training modules.

Level 2 - Funeral Assistant

Must be verified in writing as proficient in all duties and meets the standards of level 1 Funeral Assistant and be seeking to meet the proficiency standards as set out in any two of the current SCIA job descriptions for Funeral Arranger, Funeral Conductor, Mortuary Assistant and or Funeral Co-ordinator (as varied from time to time).

Level 2A - Residing on Premises

A person who resides on premises and is proficient in all the requirements of Levels 1 and 2. Specific terms and conditions applying to Employees employed in the classification of Level 2A are set out in Schedule 2.

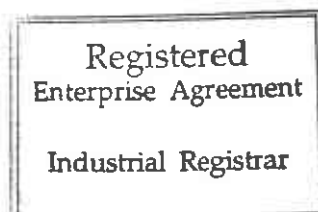
Trainee Embalmer

Must be verified by the Employer as proficient in all duties and meets the standards and qualifications as set out in the current SCIA Job Description for Funeral Assistant and accepted by the Employer into a Trainee Embalmer position.

Qualified Embalmer

Must hold appropriate qualifications from a body such as The Australian Institute of Embalmers or equivalent which is recognised by the Employer and be engaged in the position of a Qualified Embalmer with the Employer.

Funeral Assistants with the above qualifications may be called upon from time to time depending on the needs of the business to act in the capacity as a Qualified Embalmer and in such circumstances will be paid at the appropriate rate for that period of time.



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18. WAGES

18.1 Subject Clause 18.3 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 1st June 2002: - \$30.00 per week
- From the first pay period on or after 1st August 2003 - \$20.00 per week
- From the first pay period on or after 1st October 2004 - \$20.00 per week

18.2 Subject to Clause 18.3 the rates of pay applying 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 1 st June 2002	Weekly Rate of Pay from First Pay Period On or After 1 st August 2003	Weekly Rate of Pay from First Pay Period On or After 1 st October 2004
Level 1 – Funeral Assistant	\$624.00	\$644.00	\$664.00
Level 2 – Funeral Assistant	\$634.00	\$654.00	\$674.00
Level 2A – Residing on Premises	\$634.00	\$654.00	\$674.00
Trainee Embalmer	\$634.00	\$654.00	\$674.00
Qualified Embalmer	\$669.00	\$689.00	\$709.00

- 18.3 Rates of pay identified in Clause 18.2 shall not apply to overtime hours until the first pay period after 5pm 28 August 2002. Employees that carry out overtime from 1 June 2002 to 5pm on 28 August 2002 shall each receive a one off exgratia payment of \$40 gross each.
- 18.4 The parties agree that \$5.00 of each of the increase in rates of pay as prescribed by clause 18.1 will be absorbed by employees who are in receipt of ordinary wages of at least \$50 in excess of the Agreement Rates as at 31 May 2002.
- 18.5 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.
- 18.6 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 an additional 20%, with a minimum engagement period of 3 hours during ordinary hours as prescribed by this agreement. The additional loading prescribed herein shall be made in lieu of annual leave, public holidays, sick leave prescribed for other employees in this Agreement and compensation for the intermittent and irregular nature of their employment.
- At all other times for Casual Employees, the overtime provisions as set out in Clause 12 shall apply.
- 18.8 An Employee who is required by the Employer to hold a recognised Embalming certificate shall receive a weekly allowance of \$60.00 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.
- 18.9 An Employee who is recognised by the Employer as a Trainee Embalmer or Full Time Permanent Mortuary Assistant and who works directly under the supervision of a Qualified Embalmer shall be paid a weekly allowance of \$35.00 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.

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- 18.10 Casual Trainee Embalmers shall be paid a daily allowance of \$7.00 per day on days when working in a mortuary.
- 18.11 Casual Embalmers shall be paid a daily allowance of \$12.00 per day on days when they work in a mortuary

19. 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 sub-clause 18.2 of this Agreement.

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

20. SUPERANNUATION LEGISLATION

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s 124 of the *Industrial Relations Act 1996 (NSW)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

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, Mortuary Ambulance services and Embalmers to supplement the permanent workforce shall not be considered as the use of Contract Labour.

23. UNIFORMS

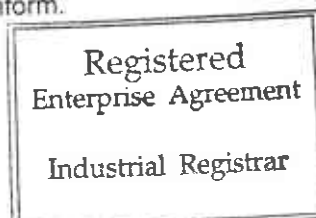
23.1 All Employees covered by the terms of this Agreement shall be provided with a suitable uniform by the Employer. Such uniforms shall be worn as directed by the Employer as per the SCIA Uniform Style Guide and or any Company Policy and Procedure. 23.2 The maintenance of such uniform other than shirts and blouses shall be the responsibility of the Employer.

23.3 Employees shall take all due care with uniforms or protective clothing as supplied by the Employer.

23.4 All items of clothing and protective clothing shall remain the property of the Employer at all times and are to be returned to the employer in the event the employee ceases employment on the employees last day of employment.

23.5 Wet weather gear shall be provided to all Employees.

23.6 The Employer may elect to pay a daily allowance of \$3.00 where an Employee launders and maintains their complete funeral uniform.



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24. CARRYING OF CASKETS

- 24.1 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 a rectangle type casket or similar is to be used not less than four- (4) shall be employed.
- 24.2 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 |
- 24.3 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 |
- 24.4 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.
- 24.5 For the purpose of transporting a coffin /casket containing a deceased person to the airport where mechanical means are used to load/unload the coffin/casket from the vehicle only two (2) Employees need be employed.
- 24.6 Where a coffin/ casket containing a deceased person is transferred for the purpose of viewing, funeral preparation or a funeral only two - (2) Employees need be employed.
- 24.7 Where transfers are carried out by means of a stretcher not less than two (2) people shall - assist in the loading and unloading to and from the vehicle.
- 24.8 Not more than one body shall be carried on a stretcher at any one time.

25. EMBALMING

Embalming shall be performed in approved premises by a qualified embalmer or by a trainee embalmer under the direction of a qualified embalmer.

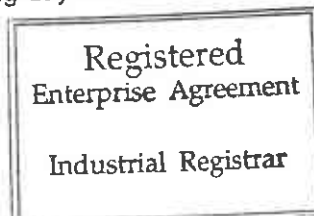
26. SICK LEAVE

26.1 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.

26.2 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.



26.3 Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following a Holiday or Holidays as defined by this Agreement or 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.

26.4 (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

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

26.5 Except as provided by 26.4(i) and 26.4(ii) above, payment for the cash value of unused sick leave shall not be made.

26.6 For the purpose of 26.1 above, service before the date of approval of this Agreement, shall be counted as service.

27. RECREATIONAL LEAVE

Permanent Employees covered by this Agreement shall be entitled to a maximum five (5) days per year as 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 must be approved by the Employer before the taking of such a day.
- b) The Recreational Days will accumulate at the rate of 3.33 hours per month.
- c) Employees shall not be entitled to payout of any accumulated recreational leave upon termination. These days must be taken during the calendar year from the anniversary of the commencement of this agreement.
- d) Any recreational days accrued at the date this agreement comes into force must be taken prior to 31 December 2002 or will be forfeited.

28. 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.



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29. ANNUAL LEAVE

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

The Employer reserves the right to direct employees to take annual leave to which they have become entitled with at least one month's notice.

30. LONG SERVICE LEAVE

See Long Service Leave Act, 1955 (NSW).

31. BEREAVEMENT LEAVE

31.1 A full time or part time Employee shall be entitled to up to 2 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 31.3 below.

31.2 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.

31.3 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.

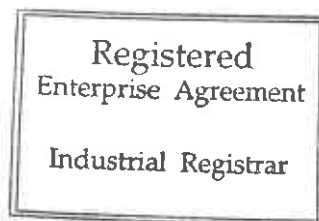
31.4 The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required, provide proof of death being either a Statutory Declaration or Death Certificate.

31.5 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.

31.6 The 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.

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

See Industrial Relations Act, 1996 (NSW)



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33. PERSONAL CARER'S LEAVE

33.1 Use of Sick Leave

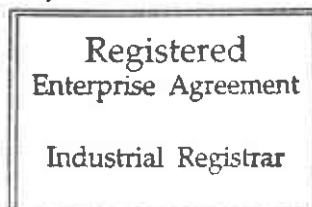
- (i) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 33.1(iii)(b) who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current sick leave entitlement, provided for at Clause 26 of this 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.
- (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.

33.2 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 33.1(iii)(b) who is ill.

33.3 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.



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33.4 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 33.4(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 33.4(i), the Employee shall be paid overtime rates in accordance with this Agreement.

34. JURY SERVICE

34.1 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.

34.2 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.

37.2

34.3 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.

35. TERMINATION OF EMPLOYMENT

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

*	3 months 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 two- (2) year's continuous service.

By mutual agreement these terms may be waived.

New Employees undertaking a 3 month probationary period can resign without any notice, 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.



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36. REDUNDANCY

36.1 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 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 prejudicial to the Employer's interests.

36.2 **Transfer to lower paid duties.** Where an Employee is transferred to lower paid duties for reasons set out in sub-clause 36.1(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.

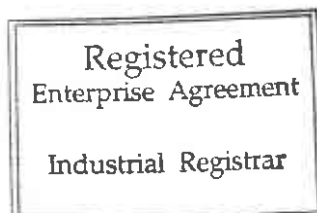
36.3 **Severance Pay.** in addition to the period of notice prescribed for ordinary termination in Clause 35, Employee whose employment is terminated for reasons set out in sub-clause 36.1(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	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.



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36.4 Employees leaving during notice period

Employees whose employment is terminated for reasons set out in clause 36.1(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.

36.5 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.

36.6 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.

36.7 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 Centrelink 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.

36.8 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.

36.9 Employees with less than one years service

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

36.10 Employees exempted

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

36.11 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.



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37. 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).

38. DISPUTES PROCEDURE

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

38.1 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.

38.2 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.

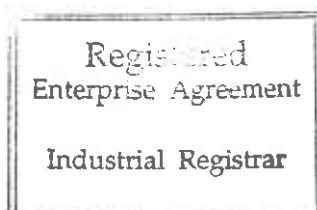
39. STAFF COUNSELLING

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 the continuing failure on his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counseling will be committed to writing by the Management with the Employee being requested to sign the document.



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40. 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 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.

41. RELATIONSHIP TO COMPANY POLICIES AND PROCEDURES

This agreement is to be read in conjunction with the SCIA Policies and Procedures manuals as determined by the Employer from time to time. These policies and procedures do not reduce employee's substantive entitlements contained in this agreement but it is recognised by parties to this agreement that these policies and procedures provide a binding component hereto.



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42. SIGNATORIES

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

[Signature]

Name (printed) MIKE GREHAN
Position: CHIEF OPERATING OFFICER

[Signature]

Witness

Name: (printed) FREDA STALLWORTHY

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

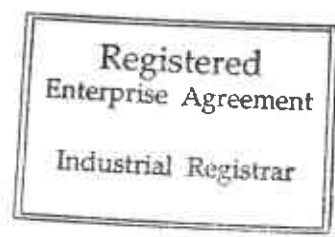
[Signature]

Name: (printed) AIDEN O'NEIL
Position: SECRETARY

[Signature]

Witness

Name: (printed) SAMANTHA EBZERY
JUSTICE OF THE PEACE
NO. 9900187



**SCHEDULE 1
SITES COVERED BY THIS AGREEMENT**

BALGOWLAH
BANKSTOWN
BANKSTOWN
BANKSTOWN
BATEAU BAY
BELMONT
BERESFIELD
BERKELEY VALE
BLACKTOWN
BONDI JUNCTION
BULLI
BURWOOD
CAMDEN
CAMPBELLTOWN
CASTLE HILL
CHATSWOOD
CHARLSTOWN
CREMORNE
CROWS NEST
DEE WHY
EASTWOOD
ERINA
FAIRFIELD
FIVE DOCK
GRANVILLE
HURSTVILLE
KEMBLA GRANGE
KENSINGTON
LAKEMBA
LEPPINGTON
LIVERPOOL
LIDCOMBE
MAITLAND
MAYFIELD
MINCHINBURY
MIRANDA
MOSMAN
NARRABEEN
NEWCASTLE
NEWTOWN
NORTH RYDE
PARRAMATTA
PENNANT HILLS
PENRITH
RANDWICK
ROCKDALE
ROCKDALE
ROSEVILLE
ROUSE HILL
SMITHFIELD
SUTHERLAND
THE ENTRANCE
TOUKLEY EAST
WARRAWEE
WINDSOR
WOLLONGONG
WOY Woy
WYOMING

SIMPLICITY FUNERALS
LABOR FUNERALS
METROPOLITAN FUNERALS
WHITE LADY FUNERALS
SIMPLICITY FUNERALS
PARSONS FUNERALS
BERESFIELD FUNERALS
SIMPLICITY FUNERALS
GUARDIAN FUNERAL HOME
WHITE LADY FUNERALS
HANSEN & COLE
DIGNIFIED / METROPOLITAN FUNERALS
BUTLER FUNERALS
BUTLER FUNERALS
ALLAN DREW FUNERALS
SIMPLICITY FUNERALS
WHITE LADY FUNERALS
ALLEN MATTHEWS
BRUCE MAURER FUNERALS
PARKWAY FUNERALS
WHITE LADY FUNERALS
SIMPLICITY FUNERALS
FUNERALS OF DISTINCTION
DIGNIFIED FUNERALS
A F ANDERSON FUNERALS
J & C HARDY
HANSEN & COLE
SIMPLICITY FUNERALS
DIGNIFIED FUNERALS
MACARTHUR DISTRICT FUNERALS
SIMPLICITY FUNERALS
OPERATIONS CENTRE
WHITE LADY FUNERALS
WHITE LADY FUNERALS
SYDNEY FUNERAL SERVICES
SIMPLICITY FUNERALS
WHITE LADY FUNERALS
WHITE LADY FUNERALS
BERESFIELD FUNERALS
LABOR FUNERALS
ALLEN MATTHEWS
METCALFE & MORRIS
WHITE LADY FUNERALS
WHITE LADY FUNERALS
SIMPLICITY FUNERALS
J & C HARDY
METROPOLITAN FUNERAL HOME
WHITE LADY FUNERALS
ALLAN DREW FUNERALS
SIMPLICITY FUNERALS
WHITE LADY FUNERALS
SIMPLICITY FUNERALS
SIMPLICITY FUNERALS
SIMPLICITY FUNERALS
J W CHANDLER
HANSEN & COLE
SIMPLICITY FUNERALS
WHITE LADY 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 8.00pm.

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

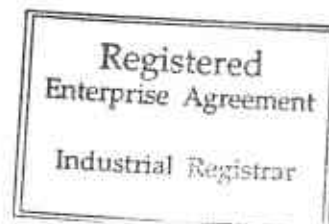
In addition to Leave set out in Clauses 29, 30, 31, 32, 33, 34, and 36.6 of this Agreement and points 2 and 3 of this Schedule, Level 2A Employees shall receive an additional 5 days off per duty between the hours of 8.00am and 5.00pm.

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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