

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/196

TITLE: Service Corporation International Australia Pty Limited Cemeteries and Crematoria Enterprise Agreement, 2002

I.R.C. NO: IRC02/2464

DATE APPROVED/COMMENCEMENT: 9 May 2002

TERM: 14 February 2005

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA96/411

GAZETTAL REFERENCE: 28 June 2002

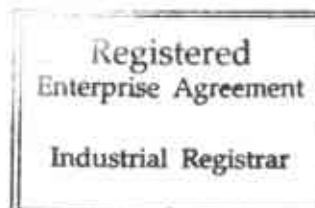
DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees covered by the Cemetery and Crematoria Employees (State) Award employed by Service Corporation International Australia Pty Limited.

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



FILED
- 1 MAY 2002
OFFICE OF INDUSTRIAL

SERVICE CORPORATION INTERNATIONAL
AUSTRALIA PTY LIMITED

CEMETERIES AND CREMATORIA ENTERPRISE
AGREEMENT, 2002

Registered
Enterprise Agreement
Industrial Registrar

The ENTERPRISE AGREEMENT will be made "in accordance with the provisions Part 2 of Chapter 2 of the *New South Wales Industrial Relations Act, 1996*", between Service Corporation International Australia Pty Limited, located at 153 Walker Street, North Sydney, 2060 and the Funeral Allied Industries Union of New South Wales of 4 Goulburn Street, Sydney 2000 in respect of sites as shown on the attached sheet.

The aim of this Agreement is to replace in its entirety the terms and conditions of employment contained in the Cemetery & Crematoria Employees (State) Award in so far as they apply to Employees (as identified in Clause 18) of the Company with the terms and conditions contained in this Agreement.

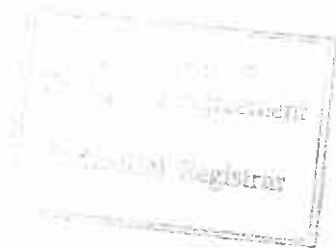
It is agreed by the parties as follows:

1. TITLE OF THE AGREEMENT

This Agreement shall be known as the Service Corporation International Australia Pty Limited Cemeteries and Crematoria Enterprise Agreement, 2002.

2. ARRANGEMENT

- 35. Adoption Leave
- 32. Annual Leave
- 2. Arrangement
- 34. Bereavement Leave
- 9. Casual Employees - Hours of Work
- 17. Classifications
- 24. Clothing
- 23. Contract Labour
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- 15. Union Meetings
- 22. Union membership
- 18. Wages
- 26. Washing Facilities



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SITES TO BE COVERED BY ENTERPRISE AGREEMENT

Rookwood Gardens Crematorium

Northern Suburbs Crematorium

Pine Grove Memorial Park

Forest Lawn Memorial Gardens

Castlebrook Cemetery and Crematorium

Tweed Crematorium and Memorial Park

Lakeside Memorial Park and Crematorium

Macquarie Memorial Park

Newcastle Crematorium and Memorial Gardens

Lidcombe

North Ryde

Eastern Creek

Leppington

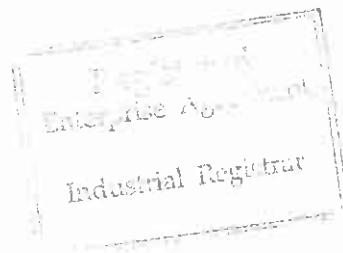
Rouse Hill

Tweed Heads South

Dapto

Ryhope

Beresfield



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3. DEFINITIONS

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

"Agreement" shall mean the Service Corporation International Australia Pty Limited Enterprise Agreement, 1996.

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

"Employer" or "the Company" shall mean Service Corporation International Australia Pty Limited.

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

"Union" shall mean the Funeral Allied Industries Union of New South Wales.

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees as identified in Clause 17 of the Employer.

5. PURPOSE OF THE AGREEMENT

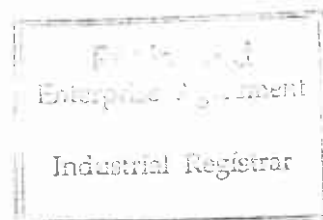
The purpose of this Agreement is to regulate conditions of employment of Employees employed by the Employer and to establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change to maintain its continued efficiency and effectiveness within the community to meet public standards and scrutiny.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of Registration and shall remain in force for the nominal term until 14 February, 2005. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

7. DURESS

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



8. HOURS

8.1 (a) The ordinary hours of work for permanent Employees shall not exceed forty (40) hours per week, Monday to Friday, inclusive, worked between 6.30am and 6.30pm.

(b) Generally, and where possible, ground maintenance staff will be rostered to work between 7.00am and 3.30pm. The employer, however reserves the right to vary this commencing and ceasing time between the ordinary hours span of 6.30am to 6.30pm.

- (c) Not more than eight (8) ordinary hours per day worked Monday to Friday inclusive.

8.2 Employees shall participate in any roster necessary to meet the needs of the Employer to provide cremation and burial service to the Public.

9. CASUAL EMPLOYEES - HOURS OF WORK

The hours of work for a Casual Employee shall be not less than eight (8) hours per day, Monday to Friday, inclusive, worked between 6.30am and 6.30pm. The hours of work for a Casual Employee engaged on a Saturday or Sunday shall be not less than four (4) hours.

10. OVERTIME

10.1 Overtime at the rate of time and one half for the first two hours and double time thereafter shall be paid for all work performed outside the commencing and ceasing times of the ordinary hours of labour or in excess of the ordinary daily hours of labour.

10.2 All time worked in the gardens on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter, with a minimum of four (4) hours' pay.

10.3 All time worked on burials or cremations on a Saturday shall be paid for at double time, with a minimum of four (4) hours' pay.

10.4 All time worked on a Sunday shall be paid for at double time and one half with a minimum of four (4) hours' pay.

10.5 All time worked on a Public Holiday that falls on a Monday to Friday inclusive, shall be paid for at the rate of time and one half in addition to ordinary hourly rate of pay.

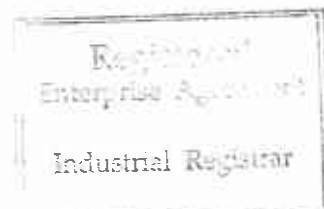
10.6 When deemed necessary by the Employer, Employees shall work reasonable overtime when required on Saturdays, Sundays and/or a Public Holidays, where practicable in rotation.

11. REST PAUSE

A Rest Pause of not more than fifteen (15) minutes between commencing time and the actual Meal Break shall be permitted without reduction of pay.

12. MEAL BREAK

Employees shall not work longer than five (5) hours without a Meal Break of not less than thirty (30) minutes nor more than forty five (45) minutes.



13. RE-IMBURSEMENT OF MEAL MONEY

Employees required to work in excess of two (2) hours after their ordinary ceasing time, Monday to Friday, inclusive, shall be provided with a meal or be re-imbursed for reasonable expenses up to a sum of ten dollars and fifty cents (\$10.50) upon production of receipts.

14. RECREATIONAL LEAVE

Permanent Employees shall be entitled to a maximum of 10 days per year as recreational leave. Such days shall accumulate at the rate of 6.66 hours per month from 1 April, 2002. These 10 days shall be taken as agreed between the location's Operations Manager and the employees at each site, provided that the Employer retains the discretion to ensure the roster will meet the operational requirements of the business.

Recreational days must be taken during the calendar year commencing 1 April and finishing 31 March. Recreational days accumulated in one year (commencing 1 April) cannot be carried over to a subsequent year. Employees shall not be entitled to a payout of any recreational leave if it is not utilised in any year (commencing 1 April) or upon their termination or resignation from the Employer.

Recreational days are not to be taken as part of a long weekend or in conjunction with any other leave.

15. UNION MEETINGS

15.1 Permanent Employees shall be entitled to be paid for two (2) Meetings for the purpose of discussing matters affecting this Agreement each Calendar year.

15.2 The Meeting shall be called by the Secretary of the Union, who shall give the Employer such notice as is necessary in advance of such Meeting as to be reasonably assured that burial and cremation work shall not be interrupted.

15.3 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.

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

16. PUBLIC HOLIDAYS

The following days shall be Holidays and free from Burial/Cremation work:

- New Years Day,
- Australia Day,
- Good Friday,
- Anzac Day, and
- Christmas Day.



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Burials/Cremation work will be permitted on:

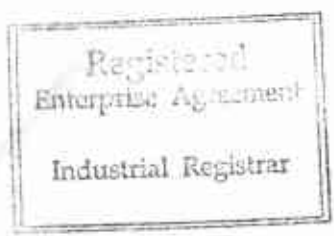
- Easter Saturday,
- Easter Monday,
- Eight Hour Day,
- Queens Birthday,
- Boxing Day and other day proclaimed by the State to be a Public Holiday.

Burials/Cremation work shall not be permitted on a Sunday.

17. CLASSIFICATIONS

Classifications are as follows:

- Grade 1
- Grade 2
- Grade 3
- (See Annexure "A")



18. WAGES

18.1 Wages will be increased in accordance with the following:

Classification	From 15.2.02 \$	From 15.2.03 \$	From 15.2.04 \$
Grade 1	556.00	576.00	596.00
Grade 2	594.00	614.00	634.00
Grade 3	604.00	624.00	644.00

18.2 It is agreed that the wage increases incorporated into this Agreement are in lieu of any general national or state wage increase that may be granted by the Industrial Relations Commission or state tribunals during the life of this Agreement.

18.3 A new full time Employee may be employed by the Employer in a Grade 1, Grade 2 or a Grade 3 Classification.

18.4 A Grade 1 Employee will remain on a Grade 1 Classification for ninety (90) days only after which the Employee will become a Grade 2 classification.

18.5 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 15 per cent (15%). Casual Employees shall also be entitled to 1/12 Pro Rata Holiday pay pursuant to the *Annual Holiday Act, 1944*, with a minimum payment of eight (8) hours for work done on Monday to Friday, inclusive, and four (4) hours for work done on a Saturday.

18.6 Any employee receiving weekly rates above that provided in the Cemeteries and Crematoria Enterprise Agreement 2002, shall absorb \$5.00 of the weekly rate increase each year, provided that employees currently receiving a Long Service Leave Allowance of either 2.5%, 5% or 7.5% shall continue to have same paid as an all purpose payment, but such allowance shall be pegged at the rate being paid in the previous Enterprise Agreement EA229/95.

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19. LEADING HAND ALLOWANCE

At the absolute discretion of the Employer, a Leading Hand may be appointed and the following provisions shall apply: (as outlined in a Grade 2 Classification, see Annexure "A")

- 19.1 A Leading Hand in charge of up to six (6) employees shall receive twenty dollars (\$20.00) per week.
- 19.2 A Leading Hand in charge of seven (7) or more employees shall receive thirty dollars (\$30.00) per week.

20. SICK LEAVE

- 20.1 A weekly Employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary rates of pay for the time of such non-attendance up to a maximum of one weeks pay in his/her first year of service and ten (10) days pay for the second and subsequent years of service, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- 20.2 He/She shall, as soon as reasonably practicable, and in any case within twenty four (24) hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.
- 20.3 He/She shall furnish to the Employer such evidence as the Employer may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed: provided that a Doctor's Certificate shall not be required for the first four (4) single day's absence in each sick leave year.

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

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

- 20.3.1 a Holiday or Holidays as defined by this Agreement, OR
- 20.3.2 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.

- 20.4 20.4.1 On the pay day following the first and subsequent Anniversaries of employment, Employees will be entitled to an amount for good attendance based on the amount of unused sick leave they would have been entitled to under this clause in the immediately preceding year.
- 20.4.2 Payment for the amount referred to in clause 20.4.1 shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the Employee was employed at the end of the immediately preceding year.
- 20.5 Except as provided by 20.4 above, payment of the cash value of unused sick leave shall not be made.
- 20.6 For the purpose of 20.1 above, service before the date of coming into force of this Agreement shall be counted as service.

21. SUPERANNUATION

21.1 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 s124 of the *Industrial Relations Act* 1996 (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

21.2 Subject to the requirements of this legislation, superannuation contributions may be made to:

- (1) ARF (Australia Retirement Fund); or
- (2) Such other funds that comply with the requirements of this legislation.

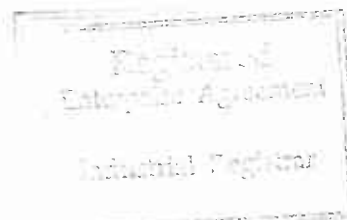
22. UNION MEMBERSHIP

The Employer shall neither encourage or discourage union membership.

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.

23. CONTRACT LABOUR

The use of contract labour to perform routine duties normally carried out by Employees covered by this Agreement shall be prohibited during the life of this Agreement.



24. CLOTHING

- 24.1 All permanent Employees covered by this Agreement with more than six (6) months continuous employment shall be provided with two (2) issues of uniforms each twelve (12) months along with protective headwear by the Employer.
- 24.2 Probationary Employees shall be provided with one (1) uniform only upon commencement and should employment not continue beyond six (6) months then the Employer shall deduct one hundred dollars (\$100.00) from any termination pay to compensate for loss.
- 24.3 All permanent Employees shall be provided with suitable footwear by the Employer.
- 24.4 Employees required to work in the rain shall be provided with suitable rainwear by the Employer.
- 24.5 Employees required to carry out any work where water is underfoot shall be provided with suitable rubber footwear.
- 24.6 Employees required to carry out any duty, which requires protective clothing, shall be provided with suitable protective clothing.
- 24.7 The laundering and general maintenance of Uniforms shall be the responsibility of the Employee.
- 24.8 Uniforms and footwear shall remain the property of the Employer at all times other than provisions set out in 24.2.
- 24.9 Uniforms and protective clothing issued by the Employer must be worn by the Employee at all times during their working hours.

25. DINING ACCOMMODATION

Suitable accommodation with heating attached, shall be provided by the Employer together with adequate lighting and cooling, tables and chairs for those Employees requiring them, boiling water, cool drinking water, fly screens, proper flooring and a food warmer.

26. WASHING FACILITIES

The Employer shall provide suitable showers and wash basins with a supply of hot and cold water, detergent and paper towels, also facilities for drying wet clothes. Each weekly Employee shall be provided with a full length locker (with a key) in which to keep his/her clothes.

27. INOCULATIONS

An Employee shall during working hours and at the Employer's expense receive from a qualified Medical Practitioner, inoculations as directed necessary for health and safety at work. Such inoculations shall include (but not be limited to) injections for Anti-Tetanus and Hepatitis B. The right to refuse such inoculations shall be on medical or personal grounds and should the injections be refused the Employee may be re-deployed at the discretion of the Employer.

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28. EXHUMATIONS AND VAULT TRANSFERS

Exhumations and Vault Transfers may be performed subject to the conditions as detailed and agreed to between the parties as documented. (See Annexure "B").

29. RESTRICTIVE WORK PRACTICE

It is agreed by the parties that the restrictive work practice developed over a number of years whereby Cemetery Staff attend a Funeral Service held at the graveside for the purpose of lowering a casket/coffin into a grave be abolished so that the said task shall be performed by either Cemetery Staff or Funeral Staff.

30. JOINT CONSULTATIVE COMMITTEE

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

It is agreed that ongoing discussions will continue between the Union and the Employer to ensure that the Company is complying with all relevant New South Wales Legislation.

Employees agree to abide by the Company's Policies and Procedures as issued from time to time including but not limited too policies with respect to:

Non-Smoking in Company buildings and/or Company vehicles; and

Non-consumption of alcohol or debilitating drugs during work hours and Meal breaks or working while under their influence.

31. QUALITY COMMITMENT

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

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

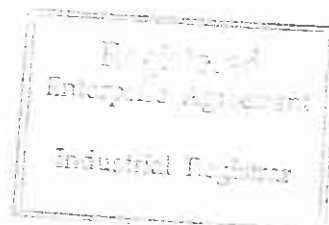
A means of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis at Service Corporation International Australia Pty. Limited as an essential component of a long term career in the Funeral Industry.

32. ANNUAL LEAVE

The employer shall use reasonable endeavours to provide employees with an update of annual leave entitlements quarterly. See *Annual Leave Act, 1944*.

33. LONG SERVICE LEAVE

See *Long Service Leave Act, 1955*.



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34. BEREAVEMENT LEAVE

- 34.1 An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay on each occasion of the death of a person in Australia as prescribed in subclause (3) of this clause for the purpose of making arrangements for and/or attending a funeral.
- 34.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer proof of death.
- 34.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 22 - State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 34.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 34.5 Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said subclause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

35. ADOPTION LEAVE

See Industrial Relations Act, 1996.

36. MATERNITY LEAVE

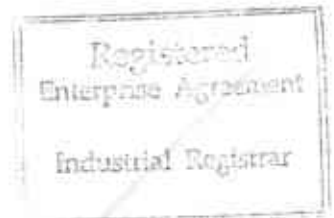
See Industrial Relations Act, 1996.

37. PATERNITY LEAVE

See Industrial Relations Act, 1996.



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38. PERSONAL CARER'S LEAVE

38.1 Use of Sick Leave

38.1.1 An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 38.1.3. (ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current sick leave entitlement, provided for at Clause 20 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.

38.1.2 The Employee shall, if required, establish either by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take Carer's Leave under this subclause where another person has taken leave to care for the same person.

38.1.3 The entitlement to use Sick Leave in accordance with this subclause is subject to:

(i) the Employee being responsible for the care of the person concerned: and

(ii) the person concerned being either:

(a) a spouse of the Employee, or

(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 that person: or

(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 or sibling of the Employee or spouse of the Employee.

(d) a same sex partner who lives with the Employee as the de fact partner of that Employee on a bona fide domestic basis; or

(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

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(3) 'household' means a family group living in the same domestic dwelling.

38.1.4 The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

38.2 Unpaid Leave for Family Purpose

38.2.1 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 38.1.3. (ii) above who is ill.

38.3 Annual Leave

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

38.4 Time Off in Lieu of Payment for Overtime

38.4.1 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 twelve (12) months of the said election.

38.4.2 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.

38.4.3 If, having elected to take time as leave in accordance with paragraph 38.4.1. above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

38.4.4 Where no election is made in accordance with 38.4.1., the Employee shall be paid overtime rates in accordance with this Agreement.

39. JURY SERVICE

39.1 When an Employee is required to attend for Jury Service he/she shall notify the Employer as soon as possible prior to the date upon which he/she is required to attend for Jury Service. Furthermore, the Employee shall give to the Employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such Jury Service including any amount received in respect of fares.

39.2 An Employee required to attend for Jury Service during his/her ordinary working hours, Monday to Friday, inclusive, shall be re-imbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wages he/she would have received in respect of his/her ordinary hours of work per day he/she would have worked had he/she 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.

39.3 Where an Employee who has been called to attend for Jury Service is discharged he/she shall return to his/her work place of employment during working hours to complete the shift for the day. If the Employee is able to return to work during his/her ordinary working hours but fails to so return, then the Employer will not be liable to make up the difference in wages and fares as provided for in subclause (39.2) of this clause.

40. TERMINATION OF EMPLOYMENT

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

➤ 90 days up to one (1) year of service	1 weeks notice
➤ between one (1) and three (3) years service	2 weeks notice
➤ between three (3) and five (5) years service	3 weeks notice
➤ over five (5) years service.	4 weeks notice

The period of notice is increased by one (1) week if the Employee is over forty five (45) years of age and has completed at least two (2) years continuous service. Where the employee resigns they will be required to give one (1) weeks notice or forfeit one (1) weeks pay.

By mutual agreement these terms may be waived.

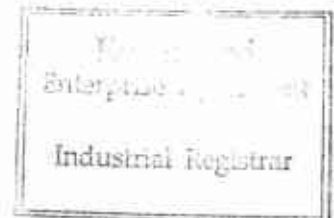
Payment in lieu of notice or forfeiture in lieu of notice may be made by either party.

New Employees undertaking a ninety (90) day probationary period can resign, or Management can terminate their employment without any notice.

41. REDUNDANCY

41.1 Discussions Before Termination

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected and notify the Union.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of (41)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measure to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.
- (c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.



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41.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in subclause (41)(a) hereof 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 thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

41.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause 40, an Employee whose employment is terminated for reasons set out in subclause (41)(a) 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 Employees is 45 years old or over, the entitlement shall be in accordance with the following scale:

Period of Continuous Service	Severance Pay 45 Years and Over
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

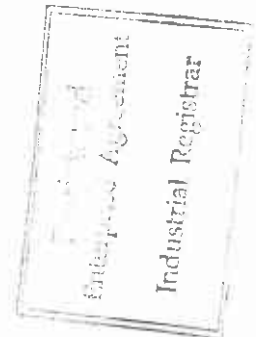
Weeks Pay - means the ordinary time rate of pay for the Employee concerned.

41.4 Employees Leaving During the Notice Period

An Employee whose employment is terminated for reasons set out in subclause (41)(a) hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had he/she remained with the Employer until the expiry of such notice. Provided that in circumstances the Employee shall not be entitled to payment in lieu of notice.

41.5 Alternative Employment

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

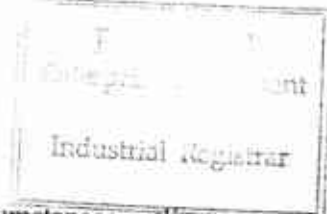


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41.6 Time Off During the Notice Period

- (a) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) 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 of he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.



41.7 Notice to Centrelink

Where a decision has been made to terminate Employees in the circumstances outline in subclause (41)(a) hereof, the Employer shall notify the Centrelink thereof 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.

41.8 Superannuation Benefits

Subject to further Award or Order by the Industrial Relations Commission, where an Employee who is terminated received a benefit in the nature of severance pay from a Superannuation Scheme, he/she shall only receive under subclause (41.3) hereof the difference between the severance pay specified in that subclause and the amount of Superannuation benefit he/she received which is attributed to Employer contributions only.

41.9 Transmission of Business

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

41.10 Employees With Less Than One Years Service

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

41.11 Employees Exempted

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

41.12 Incapacity to Pay

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

42. DISPUTES PROCEDURE

The procedure for the resolution of Industrial Disputation will be in accordance with these procedural steps:

42.1. Procedures Relating to Grievances on Individual Employees:

42.1.1 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.

42.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

42.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

42.1.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

42.1.5 While a procedure is being followed, normal work must continue.

42.1.6 The Employees may be represented by an Industrial Organisation of Employees.

42.2 Procedures for a Dispute Between Employer and Employee:

42.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

42.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

42.2.3 While a procedure is being followed, normal work must continue.

42.2.4 The Employer may be represented by an Industrial Organisation of Employers and the Employees may be represented by an Industrial Organisation of Employees for the purpose of each procedure.



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43. 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:

43.1 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.

43.2 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.

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

44. FIRST-AID ALLOWANCE

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance of fifteen dollars (\$15.00) per week of the employee is appointed by an employer to perform first-aid duty.

45. NO EXTRA CLAIMS

45.1 The company and the union agree that there will be no extra claims for the life of this Agreement.

45.2 It is agreed that the wage increases incorporated into this Agreement are in lieu of any general national or state wage increases that may be granted by the Industrial Relations Commission or state tribunals during the life of this Agreement.




46. SIGNATORIES

Signed for and on behalf of Service Corporation International Australia Pty Limited

NAME:..... MICHAEL JAMES GREHAN

TITLE:..... CHIEF OPERATING OFFICER

SIGNATURE:..... 

DATE:..... 12/4/02

WITNESSED BY:..... 

Signed for and on behalf of the Funeral and Allied Industries Union of New South Wales

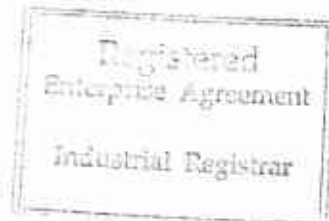
NAME:..... AIDEN WARREN JOSEPH O'NEILL

TITLE:..... SECRETARY

SIGNATURE:..... 

DATE:..... 9 April 2002

WITNESSED BY:..... 



ANNEXURE "A"

GRADE 1

Works under supervision at all times.

GRADE 2

General garden maintenance which includes mowing with all types of mowers, both industrial and domestic.

Use of all garden equipment, eg: whipper snippers, blowers, pruners, pumps, tractors, trailers, spray units, wheel barrows and any other garden equipment without exception, including cremation equipment which necessitates the proper care of the Cemetery and Crematoria.

General work in the Cemetery: includes grave digging by hand or machinery under supervision, removal of dirt, turfing and tip dressing of burial sites. The setting up of equipment, eg: lowering devices, chapels and chairs. Preparation, placement and trimming of all plaques and memorials. Preparation and completion of burial vaults and crypts.

Assisting in the lowering of caskets if necessary. Assisting in placement and lowering of burial vaults if necessary. Cleaning and basic maintenance of all machinery and work areas to be maintained on a regular basis.

Use of hand tools, including power drills, pitchforks, electric saws, chain saws, garden tools and generators.

CREMATION - GRADE 2

All the above including cleaning of Chapels and Chapel surrounds. Preparation for cremation eg: removal of casket from catafalque, cremation of Human Remains and preparation of the ashes.

Preparation and placement of all memorials and maintenance of these memorials in the Park.

GRADE 3

Able to perform all duties associated with a Grade 2 level.

Digs and backfills graves by hand or mechanical equipment. Appropriate licence required.

Proper identification of all grave sites, preparation of all graves for burials and all work to complete cremation of Human Remains.

Maintain graves in A1 condition at all times after burials and be able to understand survey and written instructions regarding the digging of graves, placement of plaques and/or memorials.

Cremator operators to understand all paperwork required to complete Cremations and all Cremations to be carried out in a dignified manner. Cremation areas to be kept absolutely clean at all times. All cremated remains to be labelled with correct identification and engraved with a number.

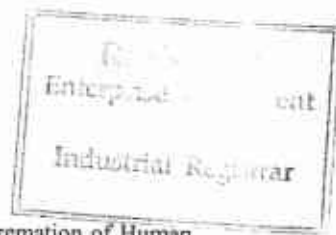
All procedures required for preparation of cremation including removing the casket from the catafalque, removing flowers and fittings if necessary and engraved nameplate to remain with cremated remains

Keeping of all cremation records and placements or cremated remains and/or posting, collection and miscellaneous paperwork as required.

Proper maintenance of all machinery, mowers, whipper snippers, pumps, vacuums and blowers when the Company has provided the appropriate training for the Employee.

Regardless of activities or items not mentioned, any other work which is required in the Cemetery or Crematoria to be proficient in its operations, will be required to be performed by all staff.

Basic support of Occupational Health and Safety issues.



MJL
cont.

ANNEXURE "B"

EXHUMATION shall mean the removal of Human Remains from a grave filled with soil - the allowance payable - \$400.00 per employee per body exhumed.

VAULT TRANSFER shall mean the removal of Human Remains from a Vault, Crypt or Tomb to another Vault, Crypt or Tomb - the allowance payable - \$60.00 per employee per body transferred.

1. Voluntary basis only.
 2. Employee to be in a general state of good health.
 3. Employee to be inoculated.
 4. Strict observation by Employees of any guidelines as set down by the Department of Health (Plan of Management).
 5. Counselling to be made available for all employees.
 6. Not less than four (4) employees to be engaged on any Exhumation where the remains have been buried for a period of (15) days and less than seven (7) years.
 7. Not less than three (3) employees to be engaged on any other Exhumation.
 8. For the Exhumation of infants and children the following provision shall apply:
 - where the child is under five (5) years of age, irrespective of the time buried;
 - two (2) employees to be engaged only.
 9. All employees engaged to any Exhumation shall fully participate in the removal of the human remains from the grave, including entering the grave on a rotating basis.
 10. An allowance of four hundred dollars (\$400.00) per employee per body exhumed from a grave shall be paid.
 11. Cemetery employees in a carrying out Exhumations shall place all human remains into a body bag before handing those remains over to the Funeral Director.
 12. Cemetery employees engaged in a Vault Transfer shall be paid sixty dollars (\$60.00) per employee per body transferred.
 13. Where a funeral director is engaged to carry out a Vault Transfer, only one (1) cemetery employee shall be required.
 14. Where a Vault Transfer is carried out by cemetery employees the following manning levels shall apply:
 - where human remains are encased in a Lead Liner - not less than six (6) employees shall be required;
 - where human remains are encased in a Zinc Liner - not less than four (4) employees shall be required.
- GENERAL
15. Cemetery employees are permitted to carry out their own Exhumations and Vault Transfers within their own cemetery grounds.
 16. Where a Vault Transfer requires repair work to be carried out, a funeral director shall be engaged to carry out such work.

Registered
Enterprise Agreement
Industrial Registrar

