

ENTERPRISE AGREEMENT

NO: E.A. 302 /1993

DATE REGISTERED: 30-9-93

PRICE: \$ 14.00

SERVICE CORPORATION INTERNATIONAL AUSTRALIA PTY. LIMITED

SICK LEAVE (FUNERAL INDUSTRIES)

ENTERPRISE AGREEMENT 1993

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this 6th day of September, 1993, in accordance with the provisions of Part 3 Division 2 of the NSW Industrial Relations Act, 1991 between Service Corporation International Australia Pty. Limited, located at 27-31 Punchbowl Road, Belfield, and all employees employed pursuant to the Funeral Industries (State) Award to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT

This Agreement shall be known as the Service Corporation International Australia Pty. Limited Sick Leave (Funeral Industries) Enterprise Agreement 1993.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope of the Agreement
5. Purpose of Agreement
6. Date and Period of Operation
7. Relationship to Parent Award
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9. Sick Leave
10. Disputes Procedure
11. Restrictive Work Practice
12. Signatories

3. DEFINITIONS

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

"Agreement" shall mean the enterprise agreement to which this document refers.

"Employee" or "Employees" means a person or persons employed by Service Corporation International Australia Pty. Limited pursuant to the Funeral Industries (State) Award.

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

"Parent Award" shall mean the Funeral Industries (State) Award.

"the Act" shall mean the NSW Industrial Relations Act, 1991.

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees of Service Corporation International Australia Pty. Limited who are employed pursuant to the Funeral Industries (State) Award.

5. PURPOSE OF AGREEMENT

The purpose of this Agreement is to regulate the sick leave entitlements of Employees employed by the Employer.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward the multi-skilling of Cemetery and Crematoria Employees to perform Funeral Industries work and similarly the multi-skilling of Funeral Industries Employees to perform Cemeteries and Crematoria work.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the appropriate Parent Award of a particular Employee namely; the Funeral Industries (State) Award.

Where there is any inconsistency this Agreement shall take precedence.

8. DURESS

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

9. SICK LEAVE

9.1 All Employees other than casuals, with not less than 2 months' continuous service who are absent from their work by reasons of personal illness or injury, not being from an injury arising out of or in the course of employment, shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations -

9.1.1 he/she shall, within 24 hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as practicable, state the nature of their illness or injury and the estimated duration of the absence;

9.1.2 he/she shall furnish to the Employer such evidence as the Employer may desire that he/she was unable, by reasons of such illness or injury, to attend for duty on the day or days for which sick leave was claimed;

9.1.3 he/she shall not be entitled in any year to leave in excess of 38 hours of ordinary time (to accrue on the basis of 3.16 hours per month) for the first year of service, or to leave in excess of 76 hours of ordinary time (to accrue on the basis of 6.34 hours per month) for the second and subsequent years of continuous employment.

9.2 For the purpose of administering paragraph 9.1.3 of this clause, the Employer may, within 2 weeks of an Employee entering their employment, require an Employee to make a statutory declaration or other written statement of the names of their employers in the immediately preceding 12 months and the paid leave of absence on account of illness or injury they have had from any of those employers during the said period of 12 months and upon such statement the Employer shall be entitled to reply and act.

9.3 Offsetting, redemption and accumulation of sick leave.

9.3.1 Sick leave shall not accumulate.

9.3.2 In the event of an employee dying in the course of the year the amount of unused sick leave they were entitled to in that year will be paid to their estate or legal representative.

9.3.3 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 that year.

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

9.4.1 a holiday or holidays as defined by the Parent Award; or

9.4.2 a period of annual leave during which a holiday or holidays occur as defined by the Parent Award;

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.

10. DISPUTES PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Act. These procedural steps are:

10.1 Procedures relating to grievances of individual employees:

10.1.1 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.

10.1.2 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.

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

10.1.4 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.

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

10.1.6 The Employee may be represented by an industrial organisation of employees.

10.2 Procedure for a dispute between the Employer and the Employees:

- 10.2.1 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.
- 10.2.2 Reasonable time levels must be allowed for discussion at each level of authority.
- 10.2.3 While a procedure is being followed, normal work must continue.
- 10.2.4 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 purposes of each procedure.

11. RESTRICTIVE WORK PRACTICE

It is agreed 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 into a grave be abolished so that the said task shall be performed by either cemetery staff or funeral staff.

12. SIGNATORIES

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

Name: GLENW A McMILLEN

Title: CHAIRMAN, CHIEF EXECUTIVE OFFICER

Signature: *Glen A. McMillen*

Date: 8 SEPTEMBER, 1993

Witnessed By:

Name: RICHARD HUGH DAVIS

Title: CHIEF OPERATING OFFICER

Signature: *Richard Hugh Davis*

Date: 8 SEPTEMBER, 1993



THE COMMON SEAL OF SERVICE CORPORATION INTERNATIONAL AUSTRALIA PTY LIMITED A.C.N. 060 060 051 WAS HEREUNTO FULLY AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION.

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

Name: AIDEN WARREN JOSEPH NYE

Title: UNION SECRETARY

Signature: *Aiden Warren Joseph Nye*

Date: 8th SEPTEMBER, 1993

Witnessed by:

Name: JAN FIELD

Title: VICE PRESIDENT

Signature: *Jan Field*

Date: 8th SEPTEMBER, 1993

