

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/411

I.R.C. NO: 96/6423

DATE APPROVED/COMMENCEMENT: 18 December 1996

TERM: 2 years

NEW AGREEMENT OR

VARIATION: New - Replaces EA 229/95

GAZETTAL REFERENCE: 296 L.G. 1399

(7.3.97)

DATE TERMINATED:

TITLE: Service Corporation International Australia, Pty Limited Cemeteries and Crematoria Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: Grades 1, 2 and 3 Employed at Rookwood Crematorium, Northern Suburbs Crematorium, Pine Grove Memorial Park, Forest Lawn Memorial Park, Castlebrook Memorial Gardens, Tweed Crematorium and Memorial Gardens, Lake Memorial Park and Crematorium

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

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SERVICE CORPORATION INTERNATIONAL AUSTRALIA PTY. LIMITED

CEMETERIES AND CREMATORIA ENTERPRISE AGREEMENT, 1996



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 the 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, 1996.



2. ARRANGEMENT

35. Adoption Leave.
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- 31. Quality Commitment.
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- 40. Termination of Employment.
- 1. Title of the Agreement.
- 15. Union Meetings.
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- 18. Wages.
- 26. Washing Facilities.

<p style="text-align: center;">Registered Enterprise Agreement</p> <p style="text-align: center;">Industrial Registrar</p>
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SITES TO BE COVERED BY ENTERPRISE AGREEMENT

Rookwood Crematorium

Lidcombe

Northern Suburbs Crematorium

North Ryde

Pine Grove Memorial Park

Eastern Creek

Forest Lawn Memorial Park

Leppington

Castlebrook Memorial Gardens

Rouse Hill

Tweed Crematorium and Memorial Gardens

~~Tweed Heads South~~

Lake Memorial Park and Crematorium



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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” shall mean Service Corporation International Australia Pty. Limited.

“the Act” shall mean the New South Wales Industrial Relations Act, 1996.

4. SCOPE OF THE AGREEMENT.

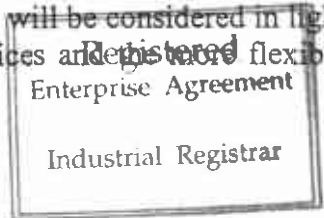
This Agreement shall apply to all Employees employed in the classifications set out in Clause 18.2 of the Employer.

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 a period of two (2) 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 registered 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. The ordinary hours of work for permanent Employees shall not exceed eighty (80) hours per fortnight, Monday to Friday, inclusive, worked between 6.30am and 6.30pm. Subject to a majority of Employees agreeing at a particular site the hours may be worked as follows:

- (a) Not more than eighty hour (80) per fortnight averaged out over a two week cycle. Such hours worked shall be on a Monday to Friday basis and ordinary hours shall not exceed more than nine (9) hours in any one day without the attraction of overtime rates. Employees working under this arrangement shall work forty five (45) hours at ordinary time in the first week and thirty five (35) hours in the second week at ordinary time.
- (b) Not more than eight (8) ordinary hours per day worked Monday to Friday inclusive.

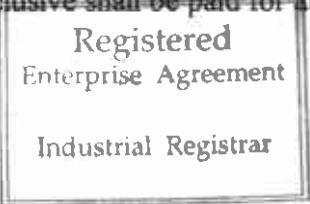
- 8.2. Employees working in accordance with 8.1. (a) and (b) shall participate in any roster necessary to meet the needs of the Employer to provide cremation and burial service to the Public.
- 8.3. Where a Public Holiday falls on a Monday to Friday, Employees during that week shall work eight (8) hour each working day.

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 the ordinary daily hours of labour.
- 10.2. All time worked on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter, in addition to the weekly rate; provided that there shall be a minimum of four (4) hours' pay at the appropriate rate.
- 10.3. All time worked on a Sunday shall be paid for at double time and one half with a minium of four (4) hours' pay at such rate.
- 10.4. When deemed necessary by the Employer, Employees shall perform work on Saturday, Sunday and/or a Public Holiday, where practicable in rotation, and shall work reasonable overtime when required. 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 weekly rates of pay.



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.

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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 nine dollars and fifty cents (\$9.50) upon production of receipts.

14. RECREATIONAL LEAVE.

14.1. Permanent Employees covered by this Agreement, in any one year, shall be entitled to five (5) days paid Leave in addition to any other Leave entitlement under this Agreement. Such time off, where practicable should be taken on a Monday or Friday and shall be mutually agreed upon between the Employer and the Employee.

14.2. Employees subject to the availability of work and at the absolute discretion of the Employer may elect to forego their Recreational Day off and work such day. Such time worked shall be of not less than eight continuous hours duration, worked between the hours of 6.30am and 6.30pm and shall be paid at the rate of time and one half in addition to their ordinary weekly rates of pay.

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 shall be closed and free from burial and cremation work:

New Years Day, Australia Day, Good Friday, Anzac Day, queens Birthday,
Eight Hour Day, Christmas Day and Boxing Day.

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

17. CLASSIFICATIONS.

Classifications are as follows:

Grade 1, Grade 2, Grade 3. (see Annexure "A")

18. WAGES.

18.1. This Agreement increases the previous Enterprise Agreement, (EA229/95) base rates of pay by twenty eight dollars (\$28.00) per week. The new base rates appears in 18.2.

18.2. Classification.	\$ Base Rate Per Week
Grade 1	\$ 463.00
Grade 2	\$ 501.00
Grade 3	\$ 511.00

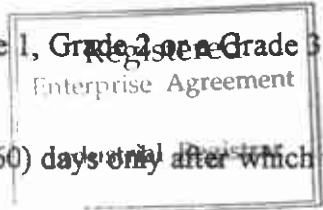
18.3. A new full time Employee may be employed by the Employer in a Grade 1, Grade 2 or a Grade 3 Classification.

18.4. A Grade 1 Employee will remain on a Grade 1 Classification for sixty (60) days only after which the Employee will become a Grade 2 classification.

18.5. Twelve (12) months after ratification of this Agreement eight dollars (\$8.00) shall be added to the base rate as outlined in 18.2.

18.6. A Casual Employee is one engaged and paid as such. Casual Employees shall be paid at an hourly rate equ to the appropriate weekly rate divided by 40, plus 15 per cent(15%). Casual Employees shall also be entitle 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. The proportion of Casual Employees to permanent Employees shall be no more than one (1) casual to ever three (3) permanents (or part thereof).

18.7. 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 ti previous Enterprise Agreement EA229/95.



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")

A Leading Hand in charge of not less than three (3) workers and not more than six (6) workers shall receive nine dollars and thirty five cents (\$9.35) per week.

A Leading Hand in charge of not less than seven (7) workers and not more than fifteen (15) workers shall receive twenty dollars and eighty cents (\$20.80) 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.

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,

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.

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- 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 attendance bonus 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.

There will be one Superannuation Fund only. This Fund shall be the Prudential Superannuation Fund. In addition to the Employer's responsibilities under the Superannuation Guarantee Charge, Employees who currently receive additional benefit from being Members of the Services Investments Superannuation Fund will continue to receive that benefit.

22. 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.

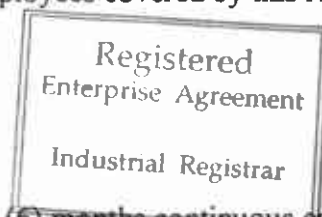
All new Employees upon engagement, shall be offered an Application form for Union Membership. The Employer will also deduct Union Dues from the Employee's pay upon request.

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.



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- 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 foot wear.
- 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 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.

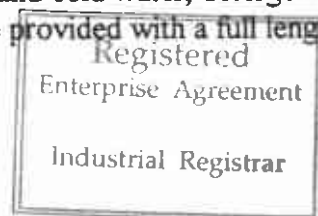
25. DINING ACCOMMODATION.

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.

The Employer shall be responsible for maintaining Dining Room accommodation in a clean condition and Employee shall co-operate in that regard.

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 Non-Smoking Policy in Company buildings and/or Company vehicles.

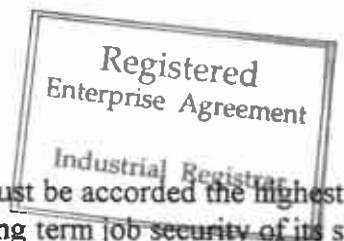
Employees agree to abide by the Company Policy of non-consumption of alcohol or debilitating drugs during work hours and Meal breaks or working while under their influence.

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.



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32. ANNUAL LEAVE.

See Annual Leave Act, 1944.

33. LONG SERVICE LEAVE.

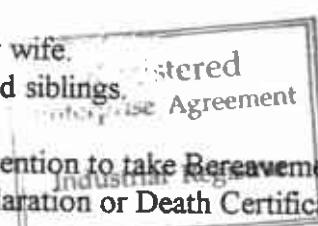
See Long Service Leave Act, 1955.

34. BEREAVEMENT LEAVE.

- 34.1. A full time or part time Employee shall be entitled to up to three (3) consecutive days (if death has occurred overseas - one (1) additional day) paid Bereavement Leave on each occasion to attend a funeral or for matters related to the death of a person prescribed in 34.3. below.
- 34.2. Such leave shall apply whether the death occurred within Australia or overseas and may be taken in conjunction with other available leave with the agreement of the Employer.
- 34.3. Without limiting the application, Bereavement Leave shall be available to the Employee in respect to the death of a person in any of the following categories:
- 34.3.1. Immediate family member, including: parents, siblings, husband, wife, de fact partner, parents-in-law.
- 34.3.2. extended family members including: niece, aunt, uncle, cousin.
- 34.3.3. same sex partner. **and:**
- parent also means - step parent, foster parent.
 husband/wife also means - separated/divorced husband or wife.
 sibling also means - step-siblings/adopted siblings, fostered siblings.
- 34.4. The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required, provide proof of death being either a Statutory Declaration or Death Certificate.
- 34.5. Where an Employee requests other available leave to be taken in conjunction with Bereavement Leave, the Employer shall grant such leave where it is reasonable to do so, having regard to the circumstances and needs of the Employer.

35. ADOPTION LEAVE.

See Industrial Relations Act, 1996.



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36. MATERNITY LEAVE.

See Industrial Relations Act, 1996.

37. PATERNITY LEAVE.

See Industrial Relations Act, 1996.

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;
- (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:



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- (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.

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.

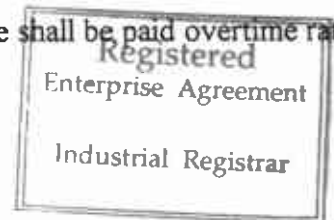
38.4. Time Off in Lieu of Payment for Overtime.

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 either party in accordance with scale shown below:

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| <ul style="list-style-type: none"> * 60 days up to one (1) year of service. * between one (1) and three (3) years service. * between three (3) and five (5) years service * over five (5) years service. | <ul style="list-style-type: none"> 1 weeks notice 2 weeks notice 3 weeks notice 4 weeks notice. |
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The period of notice is increase 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.

By mutual agreement these terms may be waived.

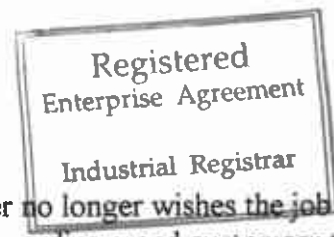
Payment in lieu of notice or forfeiture in lieu of notice may be made by either party.

New Employees undertaking a sixty (60) 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.



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(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.

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.

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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.

41.6. Time off during the notice period.

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- (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 Commonwealth Employment Service.

Where a decision has been made to terminate Employees in the circumstances outline in subclause (41)(a) hereof, the Employer shall notify the Commonwealth Employment Service 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 or 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.



21. FAMILY LEAVE.

An Employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use their Rostered Days Off and/or Annual Leave.

The Employee shall, if required, establish by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned.

The entitlement to use Rostered Days Off and/or Annual 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 member of the Employee's immediate family: or
 - (b) a member of the Employee's household.
- (iii) the term "immediate family" includes:
 - (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse in relation to a person, means a person who lives with the Employee on a bona fide domestic basis although not legally married to that person: and
 - (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child) parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

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 prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

Deleted at hearing by consent of parties 18/12/94

22. DISPUTES PROCEDURE.

The procedure for the resolution of Industrial Disputation will be in accordance with Section 185 of the Act. The procedural steps are:-

22.1. Procedures relating to grievances on individual Employees:



- 22.1.1. 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.
- 22.1.2. 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.
- 22.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
- 22.1.4. 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.

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41.9. Transmission of Business.

- (a) 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:
 - (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 transmittor or any prior transmittor 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 Section 185 of the Act. These procedural steps are:

- 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.

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- 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.

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.



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44. NO EXTRA CLAIMS.

The parties to this Agreement, agree that, for the life of this Agreement, there shall be nor further claims made subject tot he provisions of the Industrial Relations Act, 1996, that shall prevail.



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