

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/180

**TITLE: T.J. Andrews Funeral Services Pty Ltd Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/1824

**DATE APPROVED/COMMENCEMENT:** 22 April 2005 / 22 April 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/134.

**GAZETTAL REFERENCE:** 12 August 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of T.J. Andrews Funeral Services Pty Ltd at the Newtown, Auburn, Ryde, Hornsby, Meadowbank and Frenchs Forest, and Seven Hills sites who fall within the coverage of the Funeral Industries (State) Award.

**PARTIES:** T.J. Andrews Funeral Services Pty Ltd -&- Mark Bolton, Sheryl Crapp, Beverly Crowder, Matthew Fabian Dowling, Shelley Godbolt, Dustin Greenfield, Patricia Harris, Kenneth Hoy, Stephen John Kyneur, Mary Lydamore, Juvenal Matos, Brett Spear, June Thornton

# **T.J. ANDREWS FUNERAL SERVICES PTY LTD ENTERPRISE AGREEMENT, 2005**

An Enterprise Agreement made on 22 April 2005 in accordance with the provisions of Part 2 of Chapter 2 of the New South Wales *Industrial Relations Act* 1996, with Zaly Pty Ltd trading as T.J. Andrews Funeral Services Pty Ltd located at 13 Angas Street, Meadowbank NSW 2042 and is binding on all Employees (as identified in Clause 20 of this Agreement) 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 the Agreement**

This Agreement shall be known as the T.J. Andrews Funeral Services Pty Ltd Enterprise Agreement, 2005.

## **2. Arrangement**

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## **3. Definitions**

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

"Agreement" shall mean Zaly Pty Ltd trading as T.J. Andrews Funeral Services Pty Ltd Enterprise Agreement, 2003.

"Employee" or "Employees" shall mean a person or persons employed by T.J. Andrews Funeral Services Pty Ltd pursuant to the Funeral Industries (State) Award.

"Employer" shall mean T.J. Andrews Funeral Services Pty Ltd which is the trading name of Zaly Pty Ltd, Head Office: 45 Glenvale Crescent, Mulgrave Victoria 3170.

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

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

"Joint Consultative Committee" shall mean an elected group of employees selected by staff covered by this enterprise agreement. This committee shall consist of up to 5 employees who will represent staff employed under this enterprise agreement. The committee will elect a chairperson duly empowered to sign all documents pertaining to the enterprise agreement.

#### **4. Scope of the Agreement**

This Agreement shall apply to all Employees (as identified in Clause 20.1 of this Agreement) of the Employer who are employed pursuant to the Parent Award at the following sites:

25 Enmore Road, Newtown, 2042  
2 Auburn Road, Auburn, 2144  
527 Victoria Road, Ryde, 2112  
180 Pacific Highway, Hornsby, 2077  
13 Angas Street, Meadowbank, 2114  
447 Warringah Road, Frenchs Forest  
Unit 2/ 1 Bowden Street, Seven Hills

#### **5. Purpose of the Agreement**

The purpose of this Agreement is to regulate certain conditions of employment of Employees employed by the Employer.

#### **6. Date and Period of Operation**

This Agreement shall operate from the first full pay period commencing on or after 7 March, 2005 or date of approval by the Commission, which ever is later, and shall remain in force for a period of twenty-four (24) months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made towards work practices and the more flexible operation of hours of work.

#### **7. Relationship to the Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the Parent 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. Hours**

In lieu of Clause 3 - Hours of the Parent Award the following provisions shall apply:

- 9.1 The ordinary hours of work for all Employees shall not exceed forty (40) hours per week, worked Monday to Friday, inclusive between the hours of 7.00am and 7.00pm. Such ordinary hours shall not exceed eight (8) continuous hours per day.

- 9.2 Subject to agreement between the Employer and the Employee, up to two (2) hours may be taken to attend to personal matters. Such time off, may be made up by the Employee working up to two (2) additional hours on the same working day or another working day at ordinary rates.
- 9.3 Starting and finishing times shall be determined by the Employer at ceasing time the day before.

#### **10. Meal Breaks**

10.1 Meal breaks shall be taken in accordance with the following times:

10.1.1 Employees Commencing at or Before 8.00am

Between 11.30am and 2.30pm.

10.1.2 Employees Commencing at or After 9.00am

Between 12.30pm and 3.30pm.

10.2 Other than the provisions contained in paragraph 10.1 above, all other conditions pertaining to meal breaks shall be in accordance with Clause 15 - Meal Times, Crib Times and Meal Allowances of the parent award.

#### **11. Saturday Funeral Work**

All Employees when engaged for four (4) hours on a Saturday for Funeral Work shall carry out any duties (within the classifications) covered by this Agreement during that four (4) hour period. All employees attending a funeral on a Saturday will be paid double time.

#### **12. Overtime**

Employees shall not work overtime unless such overtime has been authorised by the Employer.

#### **13. Union Meetings**

Clause 31 - Union Meetings of the Parent Award shall not apply to Employees covered by this Agreement.

#### **14. Special Leave**

Permanent employees covered by this agreement in any one year shall be entitled to twelve (12) days paid leave in addition to any other leave entitlement under this agreement. Employees are entitled to apply for such leave. Such time off is to be mutually agreed upon between the employer and the employee. However, this leave can also be granted at the discretion of the management. Upon each anniversary, employees will have a twelve week period to take any of the outstanding special leave days of the previous year. If not taken by this date, there is no accumulation.

#### **15. Special Cases**

Clause 8 - Special Cases of the Parent Award shall not apply to Employees covered by this Agreement.

#### **16. Public Holidays**

In lieu of Clause 17 - Holidays of the Parent Award, the following provision shall apply:

The following days shall be a Public Holiday and shall be recognised as such:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hour Day, Christmas Day, Boxing Day and all days proclaimed or observed as holidays for the State, together with an annual single concessional holiday to be taken at a time which is mutually convenient to the employer and the employee during a 12 month period.

The following Public Holidays shall be closed and free from Funeral work:

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

### 17. Multi-Skilling

All Employees covered by this Agreement have agreed to undertake any training within their scope and competence to bring about the more flexible operation of the Employer's business.

### 18. Clothing

All Employees including Casual Employees shall be provided with suitable clothing. Such clothing shall also be maintained by the Employer. The clothing shall always remain the property of the Employer.

### 19. Car Allowance

Where an Employee uses his/her own vehicle for work related purposes, they shall receive a minimum car allowance of seventy-five dollars (\$75.00) per week. When the distance travelled in any one week exceeds seventy-four (74) kilometres then eighty cents (80c) a kilometre shall be added to the allowance.

In the event of an emergency and the Employee using his/her own vehicle for Company related work, then eighty cents (80c) per kilometre travelled shall be paid by the Employer for such use.

### 20. Alteration to Definitions of Classifications and "Funeral"

In lieu of Clause 14 - Definitions of the Parent Award, the following provision shall apply:

20.1 Classification definitions (see Schedule "A").

20.2 Funeral - shall mean the conveying of a casket/coffin containing a body of a deceased person from any place direct to a cemetery or crematorium for the purpose of interring or cremating the human remains.

### 21. Wages

21.1 In lieu of Clause 5 - Wages of the Parent Award the following provision shall apply:

Classification	Current Rate	First full pay period commencing on or after 7 March, 2005 (or date of approval by the Commission)*	First full pay period commencing on or after 7 March, 2006 (or 12 Months after date of approval by the Commission)*
	\$	\$	\$
Funeral Director's Assistant	685.70	713.15	741.70
Funeral Director	721.45	750.30	780.30
Arranging Officer	721.45	750.30	780.30
Branch Manager	746.60	776.45	807.50
Resident Manager	746.60	776.45	807.50
Co-ordinator	746.60	776.45	807.50
Embalmer	798.95	830.90	864.15

\* Whichever is later.

21.2 A lump sum payment of one hundred and twenty dollars (\$120.00) shall be paid to all permanent Employees upon each Anniversary of service.

21.3 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 fifteen percent (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 four (4) hours for work performed during the ordinary hours of work as prescribed by this Agreement in Clause 9.

21.4 The minimum weekly rates of pay to be paid to juniors shall be the following percentages of the minimum weekly rate of pay for the appropriate classification as set out in subclause 21.1 of this Agreement.

18 years and under 19 years	70%
19 years and under 20 years	80%
20 years and over	100%

21.5 Employees covered by this Agreement who are called upon to participate in an exhumation or a vault transfer, shall be paid the sum of hundred dollars (\$100.00) per Employee per body exhumed or transferred.

21.6 During the currency of this Agreement, any State Wage Case decision increases to the parent award shall be absorbed into the rates of pay and allowances prescribed by this Agreement.

21.7 The rates of pay contained in subclause 21.1 shall comprehend any allowance(s) contained in the parent award, provided that such rates of pay shall not comprehend allowances or other payments provided elsewhere in this Agreement.

21.8 Relieving Duties: An employee who is required by the employer to carry out work on a temporary basis that carries a higher rate of pay than the employee's ordinary classification, shall be paid the higher rate while doing that work, including car allowance and associated kilometres.

21.9 Branch Manager / Arranging Officer: There will be a stand-by rate for these employees for weekends or public holidays of \$35.00 per day to be paid to staff who are requested to be on stand-by.

## 22. Sick Leave

22.1 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.

22.2 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.

22.3 Where sick leave is taken on the day prior to or after:

- a rostered day off,
- a public holiday,
- annual leave, or
- a Monday or Friday

a medical certificate will be required.

22.4

22.4.1 Employees, other than casuals, engaged after the Approval by the Commission of the T.J. Andrews Funeral Services Pty Limited Enterprise Agreement 2003

Where an employee's full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.

22.4.2 Employees, other than casuals, engaged prior to the Approval by the Commission of the TJ Andrews Funeral Services Pty Limited Enterprise Agreement 2003

These employees must complete the form in "Schedule B" and elect, within 7 days after the registration of this agreement, one of the following options:

22.4.2.1 Where an employee's full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; or

22.4.2.2 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 immediate preceding year.

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.

22.5 Except as provided by 22.4 above, payment of the cash value of unused sick leave shall not be made.

22.6 For the purpose of 22.1 above, service before the date of coming into force of this Agreement shall be counted as service.

### **23. Quality Commitment**

Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority to T.J. Andrews Funeral Services Pty Ltd'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 the process.

A means of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis at T.J. Andrews Funeral Services Pty Ltd as an essential component of a long term career in the Funeral Industry.

### **24. Termination of Employment**

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

60 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.

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) days probationary period can resign, or Management can terminate their employment without any notice.

## 25. Redundancy

### 25.1 Discussions Before Termination

25.1.1 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 to which they belong.

25.1.2 The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of 25.1.1 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.

25.1.3 For the purposes of the discussions the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

### 25.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in subclause 25.1.1 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.

### 25.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause 24, an Employee whose employment is terminated for reasons set out in subclause 25.1.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay Under 45 years of age
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	7 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 6 years	14 weeks pay
6 years and over	16 weeks pay

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

Period of Continuous Service	Severance Pay 45 years of age 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.

#### 25.4 Employees Leaving During the Notice Period

An Employee whose employment is terminated for reasons set out in subclause 25.1.1 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.

#### 25.5 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.

#### 25.6 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.

#### 25.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in subclause 25.1.1 hereof, the Employer shall notify 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.

#### 25.8 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 25.3 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.

#### 25.9 Transmission of Business

25.9.1 Where a business is before, on or after the date of this Agreement, transmitted from an Employer (the "transmittor") to another (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:

25.9.1.1 the continuity of the employment of the Employee shall be deemed not to have been broken by reasons of such transmission; and

25.9.1.2 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.

25.9.2 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.

#### 25.10 Employees with Less Than One Year's Service

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

#### 25.11 Employees Exempted

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

#### 25.12 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.

### **26. Disputes Procedure**

The procedure for the resolution of Industrial Disputation will be in accordance with Section 131 of the Act. These procedural steps are:

#### 26.1 Procedures Relating to Grievances on Individual Employees:

26.1.1 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.

26.1.2 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.

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

26.1.4 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.

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

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

#### 26.2 Procedures for A Dispute Between Employer and Employee:

26.2.1 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.

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

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

26.2.4 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.

## **27. 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:

### **27.1 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.

### **27.2 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.

### **27.3 Third and Final Counselling - Written**

If after two verbal counsellings, the Employer still consider 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.

## **28. No Extra Claims**

The parties to this Agreement, agree that for the life of this Agreement, there shall be no further claims made subject to the provisions of the Industrial Relations Act, 1996 that shall prevail.

## **29. Signatories**

Signed on behalf of T.J. Andrews Funeral Services Pty Ltd

NAME:

TITLE:

SIGNATURE

DATE

WITNESSED BY:

NAME:

TITLE:

SIGNATURE:

DATE:

Signed for and on behalf of members of the Joint Consultative Committee representing the Employees

NAME:

TITLE:

SIGNATURE:

DATE:

WITNESSED BY:

NAME:

TITLE:

SIGNATURE:

DATE:

## **SCHEDULE A**

An Employee Shall Carry Out All Duties As Directed By The Employer Which Are Within The Limits Of The Employee's Skill, Competence And Training. Tj Andrews Job Descriptions Will List Duties Associated With Each Particular Job Role

### **CLASSIFICATIONS**

1. Funeral Director's Assistant

Duties include the carrying out of transfer work and funeral work, including hearse driving, coach driving, dressing and coffin/casket preparation. Other duties include, non-invasive body preparation (except in the case of a Trainee Embalmer) and general duties involving cleaning and general maintenance of vehicles and premises.

2. Funeral Director

Duties include the carrying out of all duties of a Funeral Director's Assistant and in addition, the arranging of funerals, conducting of funerals, the supervision of viewings and minor invasive body preparation where required. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

3. Arranging Officer

Duties include arranging, conducting, the carrying out of receptionist and administrative functions and the supervision of viewings on a needs basis. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

4. Branch Manager/Relieving Manager

Duties include the carrying out of all duties of an Arranging Officer and in addition, branch budget control, public relations, co-ordination duties, branch cleaning. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

5. Resident Manager

Duties include the carrying out of all duties of a Branch Manager, answering company associated telephone calls after hours and in addition, arranging duties after hours where required. Provided that an employee may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

6. Embalmer

Duties include the carrying out of all embalming work and is the holder of a recognised embalming certificate. Provided that the employee has been trained, he or she may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

7. Co-ordinator

Duties include the carrying out of all co-ordination duties. Provided that the employee has been trained, he or she may be required to carry out any of the duties performed by any other classification contained in this agreement, subject to the employee's skill and capability.

**SCHEDULE B**

Pursuant to subclause 22.4.2, employees engaged prior to the approval by the Commission of this agreement must elect, within 7 days after the approval by the Commission of this agreement, one of the following options:

(Please tick one of the following boxes)

- Accumulation of sick leave as set out in subclause 22.4.2.1:

"Where an employee's full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year"

OR

- Pay out of sick leave as set out in subclause 22.4.2.2:

"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 immediate preceding year.

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."

I agree that I have elected to have my sick leave accumulation treated in accordance with the box I have ticked above.

Name Signature Date

Witness Name Witness Signature Date