

ADELAIDE CEMETERIES AUTHORITY (SALARIED) ENTERPRISE AGREEMENT 2010 NO.2

File No. 04006 of 2010

**This Agreement shall come into force on and
from 2 September 2010 and have a life
extending until 29 June 2012.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.



DATED 02 SEPTEMBER 2010.

A handwritten signature in black ink, appearing to be "B. Long".

COMMISSION MEMBER



Adelaide Cemeteries Authority

(Salaried)

Enterprise Agreement 2010

No. 2

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1. Operation

This Enterprise Agreement will operate from the date of approval of the Industrial Relations Commission of South Australia and will operate until 30 June 2012.

2. Objects and Commitments

2.1 The objects of this Enterprise Agreement are:

- 2.1.1 The economic success of the Adelaide Cemeteries Authority and the wellbeing of all stakeholders depends on the success of a shared commitment to prepare for the future and a more competitive environment.
- 2.1.2 The aim of this Agreement is to continue to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Adelaide Cemeteries Authority and thereupon further develop and encourage an 'Enterprise Culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 2.1.3 The Adelaide Cemeteries Authority undertakes that during the life of this Agreement there will be no forced redundancies.
- 2.1.4 The aims and objectives of this Agreement will be achieved by addressing such matters as:
 - > The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations.
 - > Improving flexibility in labour supply, without a reduction in current employee levels except in circumstances where natural attrition occurs.
 - > Reviewing and improving work arrangements.
 - > Continuing to develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the Adelaide Cemeteries Authority and the achievement of real and sustainable improvements in productivity.
 - > Adoption of practices to improve standards of Occupational Health, Safety and Welfare.
 - > Continuing to look at new ways of improving work practices and reduction of wastage and lost time.
 - > Continuing development and adoption of initiatives designed to enhance the Adelaide Cemeteries Authority's performance.
 - > Continuously looking at new ways to improve processes and customer satisfaction.
 - > Ensuring continued commitment to Equal Employment Opportunity principles.
 - > Ensuring the Adelaide Cemeteries Authority's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Adelaide Cemeteries Authority.
 - > Implementing a training and skills improvement program within the Adelaide Cemeteries Authority for all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Adelaide Cemeteries Authority through the provision of defined career paths and opportunities in accordance with the Award.
 - > Ensuring strict adherence to the Award (as far as it is applicable), this Agreement and all Statutory provisions.

3. Interpretation

3.1 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	means the <i>Fair Work Act 1994</i> ;
“administrative unit”	means an administrative unit established under the <i>Public Sector Act 2009</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
“agency”	means the Department of Planning and Local Government;
“approval”	means approval by the Industrial Relations Commission of South Australia;
“association”	means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“Chief Executive”	means the Chief Executive of the Department of Planning and Local Government or delegate thereof;
“Chief Executive Officer”	means the Chief Executive Officer of the Adelaide Cemeteries Authority ;
“Commission”	means the Industrial Relations Commission of South Australia;
“Commissioner”	means the Commissioner for Public Employment, delegate thereof, or person holding or acting in that position;
“employer”	means the employer bound by this Enterprise Agreement or delegate thereof;
“employee”	means an employee bound by this Enterprise Agreement;
“employee representative”	includes an association, as defined above;
“party”	means the persons, entities and associations referred to in clause 4;
“salaried employee”	means an employee covered by this Enterprise Agreement (or any successor thereto), and includes an employee whose rate of pay is specified in the Award as a salary;
“the Award”	means the Municipal Officers (South Australia) Award , 1998 [transitional award];
“this Enterprise Agreement”	means the Adelaide Cemeteries Authority (Salaried) Enterprise Agreement 2010;
“Voluntary Flexible Working Arrangement” and “VFWA”	means a working arrangement of a type dealt with in the Commissioner’s Standard 3.1 and made available by the Chief Executive Officer to the workplace or group of employees within the workplace;

3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the Award.

3.3 A clause in this Enterprise Agreement will prevail over any provision in the Award to the extent of any inconsistency.

3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.

3.5 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.

3.6 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.

3.7 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

4. Parties Bound

- 4.1 This Enterprise Agreement is binding upon the following employers or their successors within Government, associations and employees:
 - 4.1.1 the Chief Executive of the Department of Planning and Local Government or delegate thereof (namely the Chief Executive Officer of the Adelaide Cemeteries Authority), in respect of salaried employees specified below in subclause 4.1.3;
 - 4.1.2 the Australian Services Union – South Australian and Northern Territory Branch (ASU); and
 - 4.1.3 salaried employees employed by the Chief Executive Officer of the Adelaide Cemeteries Authority who would otherwise be bound by the Award and who have a classification specified in Appendix 1 of this Agreement.

5. Other Enterprise Agreements

The Adelaide Cemeteries Authority Enterprise Agreement No. 1 2007 is superseded and replaced by this Agreement.

6. Salaries and Wages Adjustments

- 6.1 This clause refers to the salaries schedule appearing in Appendix 1: Salaries.
- 6.2 Except as provided by this clause, the salary rates payable to employees are those detailed in Appendix 1: Salaries, which provides for wage rates which will operate from the first full pay period to commence on or after 1 October 2009; 1 October 2010 and 1 October 2011 respectively.
- 6.3 The salary payable to an employee as at the applicable date shall not reduce by reason of the salary schedule in this Enterprise Agreement.

7. One-Off Payment

- 7.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$600 as soon as practicable after approval by the Commission.
- 7.2 The one-off payment will:
 - 7.2.1 Be adjusted on a pro rata basis for part time employees and for contract employees (based on the proportion of the contract period against 12 months and pro rata if part time) and the point in time to be used for determining a pro rata amount will be the date of application to the Commission; and
 - 7.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or award, unregistered agreement, contract of employment, formal or informal practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 7.3 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

8. Grief, Bereavement and Coffin Handling Service Payment

- 8.1 Subject to this clause, an employee (other than a casual employee) will be paid a Grief, Bereavement and Coffin Handling Service Payment of \$600 as soon as practicable after approval by the Commission.
- 8.2 The Grief, Bereavement and Coffin Handling Service payment will:
 - 8.2.1 Be adjusted on a pro rata basis for part time employees and for contract employees (based on the proportion of the contract period against 12 months and pro rata if part time) and the point in time to be used for determining a pro rata amount will be the date of application to the Commission; and

8.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or award, unregistered agreement, contract of employment, formal or informal practice, or otherwise; nor will it operate as a precedent for any future or other agreement.

8.3 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

9. Salary Sacrifice Agreements ('SSAs')

- 9.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place. Salary sacrificing allows an employee to voluntarily receive a proportion of their fortnightly remuneration (in accordance with legislative requirements) in a form other than take home pay. Employees will be offered the opportunity to sacrifice part of their salary to make additional payments into superannuation that will be paid by the employer in lieu of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the employer. The net gross wage is then subject to PAYG tax.
- 9.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
- 9.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 9.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued Annual Leave or Long Service Leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 9.5 The employees covered under this Agreement will have access to this salary sacrificing arrangement subject to the following provisions.
- 9.5.1 Accessing salary sacrificing arrangements is a voluntary decision to be made by the individual employee. The employee wishing to enter into salary sacrificing will be required to sign a document which indicates that:
- (a) They have sought expert advice in relation to entering into such an arrangement; and
 - (b) They understand that in the event that Fringe Benefit Tax (FBT) becomes payable the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the employer does not increase. If the employee elects to continue with packaging, the cost of the FBT will be passed back to the employee, or the additional superannuation benefit can be converted back to salary to be taxed at the relevant PAYG tax rate; and
 - (c) That upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, be reimbursed any amounts of over-expenditure.
- 9.6 Any agreement made pursuant to this Clause is terminable by either party, providing at least 14 days notice of withdrawal from such agreement is given in writing.
- 9.7 The Adelaide Cemetery Authority reserves the right to terminate salary packaging if the costs of administration become unsustainable.

10. Allowances Adjustments

The adjustment to allowances is as specified in Appendix 2.

11. On-Call/Recall

- 11.1 The provisions relating to on-call and recall, which are prescribed in the Award will continue to apply.

11.2 Recall to Work

- 11.2.1 Employees bound by this Enterprise Agreement, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- 11.2.2 Employees bound by this Enterprise Agreement, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 11.2.3 All employees who travel to work as a result of receiving a recall to work will be:
- a) Reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or
 - b) Permitted to use a taxi at the employer's expense to travel to and from the workplace.

12. Personal Leave – injury and sickness

Entitlement to personal leave

- 12.1 An employee (other than a casual employee) who has a Personal Leave credit is entitled to Personal Leave if the employee is too sick to work.

Accumulation of Personal Leave entitlement

- 12.2 A full time employee will receive twelve (12) days (or the equivalent hours) per annum for the purposes of Personal Leave.
- 12.3 Personal Leave will be credited for individual employees based on their service year accredited on a pro-rata basis.
- 12.4 An employee's Personal Leave accumulates from year to year and any Personal Leave taken by the employee is deducted from the employee's Personal Leave credit.

Conditions for payment of Personal Leave

- 12.5 The employee is not entitled to payment for Personal Leave unless:
- (a) the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins);
 - (b) the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness; and
- 12.6 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of Personal Leave.

13. Family Carer's Leave – Use of Personal Leave

- 13.1 For the purpose of this clause, the following are to be regarded as members of a person's family:
- > a spouse (including a defacto spouse or a former spouse);
 - > a child or step child;
 - > a parent or parent in-law;
 - > any other member of the person's household;
 - > a grandparent or grandchild;
 - > any other person who is dependent on the person's care.

- 13.1.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to use any personal leave entitlement which accrues after the 26.5.95 (date of the order) to provide care and support for such persons when they are ill.
- 13.1.2 This access is available if the following conditions are satisfied:
- (a) the employee must have responsibility for the care of the family member concerned; and
 - (b) the employee produces satisfactory evidence of sickness of the family member, if requested.
- 13.1.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

14. Special Leave

- 14.1 This clause only deals with Special Leave with pay and does not deal with Special Leave without pay.
- 14.2 The Chief Executive Officer may grant up to the equivalent of fifteen (15) days Special Leave with pay each service year to employees in accordance with Commissioner's Standard 3.4, Attachment D – Special Leave With and Without Pay.
- 14.3 The Chief Executive Officer may grant an employee Special Leave with pay in accordance with the Commissioner's Standard in the following circumstances:
- > emergency services community service;
 - > jury service;
 - > elite athletes;
 - > disability resulting from war service;
 - > defence reserves;
 - > travelling time for employees in remote locations;
 - > blood donors;
 - > human resource development;
 - > trade union training;
 - > responsibilities as an employee representative;
 - > employees attending interviews for positions in the South Australian Public Sector;
 - > parental leave;
 - > individual needs and responsibilities; and
 - > additional Bereavement Leave.
- 14.4 If the Chief Executive Officer believes it is appropriate, he/she may grant Special Leave with pay to an employee in addition to that provided for in Commissioner's Standard 3.4. However, this should only occur in exceptional circumstances.

15. Paid Maternity Leave and Paid Adoption Leave

- 15.1 Paid Maternity Leave and paid Adoption Leave apply in accordance with this clause. This clause comes into effect on 22 December 2009.
- 15.2 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth of the child, is entitled to: sixteen (16) weeks paid Maternity Leave.
- 15.3 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months of continuous service before taking custody of an adopted child, is entitled to: sixteen (16) weeks paid Adoption Leave.
- 15.4 An employee who, at the time of taking such paid maternity or adoption leave, has been employed at the Adelaide Cemeteries Authority for not less than five (5) years (including any periods of approved

- unpaid leave), will be entitled to eighteen (18) weeks on or after 14 January 2011 (the “applicable maximum period”).
- 15.5 The following conditions apply to an employee applying for paid Maternity Leave or paid Adoption Leave:
- (a) The total of paid and unpaid Maternity/Adoption/Parental/Special Leave is not to exceed 104 calendar weeks in relation to the employee’s child. For the purposes of this clause, child includes children of a multiple birth/adoption.
 - (b) An employee will be entitled to the applicable maximum period weeks leave, paid at the employee’s ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date Maternity/Adoption Leave commences. The paid Maternity/Adoption Leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 15.6 At the time of applying for paid Maternity Leave or paid Adoption Leave, the employee must nominate in writing:
- (a) To take the paid leave as payment in regular fortnightly hours; or
 - (b) To take the paid leave in two (2) periods split into equal proportions during the first twelve (12) months of the commencement of their paid leave; or
 - (c) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date Maternity/Adoption Leave commences; or
 - (d) A combination of (a), (b) and (c); or
 - (e) To take the paid leave as payment in a lump sum amount upon commencement of leave taken.
- 15.7 Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of ordinary hours worked during the immediately preceding twelve (12) months (including any periods of leave).
- 15.8 During periods of paid or unpaid Maternity Leave, Sick Leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by Sick Leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 15.9 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies.
- 15.10 The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth’s Paid Parental Leave Scheme.

Return to Work on a Part Time Basis

- 15.11 Subject to this clause, an employee is entitled to return to work after Maternity or Adoption Leave on a part time basis, at the employee’s substantive level, until the child’s second birthday.
- 15.11.1 The following conditions apply to an employee applying to return on a part time basis:
- (a) The employee will provide such request at least six (6) weeks prior to the date on which the employee’s Maternity or Adoption Leave is due to expire, and will provide to the Chief Executive Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child’s second birthday.
 - (b) At least six (6) weeks prior to the relevant child’s second birthday, the employee will advise the Chief Executive Officer whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.

- (c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

Reimbursement of Reasonable Child Care Costs

- 15.12 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the Adelaide Cemeteries Authority will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
 - 15.12.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
 - 15.12.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
 - 15.12.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
 - 15.12.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner.
 - 15.12.5 The employee will provide the Adelaide Cemeteries Authority with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
 - 15.12.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

16. Worklife Flexibility

Voluntary Flexible Working Arrangements ('VFWAs')

- 16.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
 - 16.1.1 The Adelaide Cemeteries Authority will promote and improve the awareness of VFWAs in the workplace during the life of this Enterprise Agreement.
 - 16.1.2 The Chief Executive Officer will consider an employee's request to participate in a VFWA having regard both to the operational needs of the workplace and the employee's circumstances.
 - 16.1.3 This clause applies for the period an employee participates in a VFWA.
 - (a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or the Award.
 - (b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
 - (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

- (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued Annual Leave or Long Service Leave entitlements, the payment thereof shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

Reimbursement of Reasonable Travel Costs

- 16.2 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
 - 16.2.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
 - 16.2.2 The employee ordinarily uses public transport.
 - 16.2.3 Travel is by the most direct or appropriate route.
 - 16.2.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time as noted in Appendix 2 in this Agreement.
 - 16.2.5 The employee will provide the Adelaide Cemeteries Authority with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

17. Public Holidays

Limit on Public Holiday Work

- 17.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) public holidays in any one (1) calendar year except with the agreement of the employee or in unavoidable circumstances.
- 17.2 An employee who works on any gazetted holiday must be paid for the time so worked at the rate of double time and a half.

18. TOIL and Flexi-Time Accruals

- 18.1 An employee who accrues:
 - 18.1.1 Time off in lieu (TOIL) in accordance with the applicable Award or this Agreement; or
 - 18.1.2 Flexi-time with the approval of management to meet workload demands,
 - a) Cannot lose that entitlement; and
 - b) Must take the entitlement in accordance with the following:
 - (i) At a time agreed with the employer within 3 months of accrual; or
 - (ii) With the agreement of the employer, may accrue up to 10 days TOIL or 10 days of such flexi-time in a financial year before being subject to a direction to take the time; or
 - (iii) At a time directed by the employer where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 10 days TOIL or 10 days of such flexi-time.
- 18.2 Where an employee has been permitted to accrue TOIL or such flexi-time in excess of 10 days, the employee may apply to the employer to convert such TOIL or flexi-time (as applicable) into a payment at their ordinary rate of pay.

19. Overtime Salary

- 19.1 Subject to this clause, a reference in clause 6.4.5 of the Award to a maximum salary of a classification shall be taken to be a reference to a maximum salary of the equivalent classification of an Administrative Services Officer level 6.

20. Meal Breaks

- 20.1 A minimum meal break of 30 minutes per day is to be taken by all employees. That time will not count as part of any employee's ordinary working hours. In any event no employee will be required to work more than 5 hours without such a break.
- 20.1.1 The parties agree that where operational circumstances may require alternative arrangements, the workplace may, in accordance with clause 21 of this Enterprise Agreement, develop a Workplace Flexibility Proposal with a view to giving effect to alternative arrangements through making a Workplace Flexibility Agreement.

21. Workplace Flexibility

- 21.1 The parties agree that the Chief Executive Officer may negotiate and reach agreement at workplace level with employees within the workplace (including an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 21.2 This clause applies to a proposal by the Adelaide Cemeteries Authority or employee/s within the workplace to negotiate and agree flexible employment arrangements to operate within the workplace (a "**Workplace Flexibility Proposal**").
- 21.2.1 Where the Adelaide Cemeteries Authority or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Adelaide Cemeteries Authority or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The Adelaide Cemeteries Authority will provide such information to such employee representative/s party to this Enterprise Agreement that it believes may represent employees within the workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.
- 21.2.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to operational efficiency and productivity work and non-work impacts on individual affected employees.
- 21.2.3 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including the Award as far as it is applicable) provided that this requirement will be deemed to be met where the Adelaide Cemeteries Authority and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.
- 21.2.4 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Enterprise Agreement (a "**Workplace Flexibility Agreement**").
- 21.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule to this Enterprise Agreement to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement.

22. Training and Development

- 22.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision and participation in relevant development opportunities (including accredited training).

- 22.2 The parties acknowledge that value is created for employees, the Adelaide Cemeteries Authority, clients, and the general public by building employee capability and by investing in the development of skills and capabilities that will support a continually changing employment environment, career opportunities, flexibility and responsiveness to client/public and operational needs and the reputation of the Adelaide Cemeteries Authority as an employer of choice.

23. Performance Improvement

- 23.1 This Agreement recognises that the Adelaide Cemeteries Authority will continue to evolve as dynamic, productive and a customer responsive entity.
- 23.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 23.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of the Adelaide Cemeteries Authority.

24. Occupational Health Safety and Welfare

- 24.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 24.2 The Adelaide Cemeteries Authority will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- (a) improve workplace health and safety;
 - (b) improve return to work performance; and
 - (c) reduce human and workplace costs of injury or illness.
- 24.3 The parties will work towards achieving and maintaining applicable occupational health, safety and welfare and injury management standards and practices, including:
- > Ensuring understanding of the importance of systematically managing OHS&W in all work activities and workplaces through consultative processes.
 - > Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
 - > Achieving continuous improvement, and best practice, in OHS&W, and injury management performance.
 - > Introduction and maintenance of monitoring and reporting systems.
 - > Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance.
 - > A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - > Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
 - > Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 24.4 In establishing and maintaining a safe and healthy work environment, the Adelaide Cemeteries Authority will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.

25. Environmental Sustainability

The Authority is committed to demonstrating leadership in environmental sustainability by establishing policies and procedures that will reduce its environmental footprint. To achieve this, the parties agree to

work effectively together to develop a culture of environmental sustainability and to build an organisational understanding of ecological issues.

Specifically, the parties agree to maintain an Environmental Sustainability Plan with specific targets for waste management, recycling, the reduction of greenhouse emissions, water conservation, and biodiversity.

The parties agree to work together to ensure the effectiveness of specific plans and programs for improving the environmental efficiency and reducing the environmental impact of the Authority's operations.

The Authority will prepare an annual report detailing against environmental targets to be forwarded to the Board and published for public information.

26. Consultative Processes

26.1 The parties commit to the following consultative principles.

26.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.

26.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.

26.1.3 Effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

26.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.

26.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

27. Grievance and Dispute Avoidance Procedures

27.1 **Procedure in Relation to Disputes arising from the Operation of this Agreement**

In the event of any problem arising from the implementation of matters contained in this Agreement, the Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the management of the Adelaide Cemeteries Authority and the SA Branch of the Union on behalf of the members employed by the Adelaide Cemeteries Authority.

In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary, to arbitrate the dispute.

27.2 **Procedure in Relation to Disputes Arising out of Employment**

27.2.1 This procedure aims to avoid industrial disputes in the workplace covered by this Enterprise Agreement. However, where a dispute occurs, it provides a means of settlement based on consultation, cooperation and discussion with the aim of the avoidance of interruption to work performance.

27.2.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.

27.2.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

27.2.4 All parties have a right to seek representation in order to resolve any dispute.

27.2.5 Any grievance or dispute arising out of employment will be handled as follows:

Stage One	The employee and/or Workplace Representative will contact the relevant supervisor/manager to attempt to settle the issue at that level.
Stage Two	If the issue is not settled at Stage One, the employee and the Workplace Representative will meet with the next manager or supervisor in the line of authority. This process will continue until the Department Manager becomes involved.
Stage Three	If the matter is not settled at Stage Two the Chief Executive Officer will meet with the workplace representative, the Union organiser where a union member/s are involved, the employee and the Department Manager. At this stage, discussions may include representatives of the Chief Executive, Department of the Premier and Cabinet.
Stage Four	If the matter is not settled at Stage Three the Chief Executive Officer and the relevant employee Representative/Union Officer shall seek resolution through the appropriate industrial tribunal.

- 27.2.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 27.2.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 27.2.8 Sensible time limits will be allowed for the completion of the above stages of the discussions. Discussions outlined in each of the first two (2) stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative. The process contained in Stages One, Two and Three should be completed within fourteen (14) working days of the issue being raised at Stage One to ensure its expedient resolution.
- 27.2.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 27.2.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

28. Employees' Protection – No Disadvantage Guarantee

This Agreement shall not operate so as to cause any employee to suffer a reduction or other detriment in remuneration or benefits provided by the employer applicable at the time of signing of the Agreement such as standard hours of work, Annual Leave or Long Service Leave.

29. No Extra Claims

- 29.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 29.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 29.3 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

30. Variations

- 30.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the Chief Executive Officer or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 30.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 30.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 30.3.1 the implementation of a Workplace Flexibility Agreement; or
- 30.3.2 any other agreed changes within the workplace.
- 30.4 For the purposes of facilitating variations to give effect to a Workplace Flexibility Agreement or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:
- 30.4.1 is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
- 30.4.2 is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if the employer and relevant employee representative/s party/ies to this Enterprise Agreement agree to the variation.

31. Renegotiation

The parties agree that negotiation of the next Enterprise Bargaining Agreement will not commence earlier than six (6) months prior to the expiry of this Agreement.

32. Signatories to the Agreement

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Chief Executive Officer
Adelaide Cemeteries Authority

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Witness

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Chief Executive
Department of Planning and Local Government

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Witness

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Branch Secretary
Australian Services Union

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Witness

.....
Employee Representatives
Adelaide Cemeteries Authority

.....
Witness

.....
Employee Representatives
Adelaide Cemeteries Authority

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Witness

APPENDIX 1 - Salaries

Existing MOA Level & Year	Salaries pre Work Value Assessment	ASO equivalent	Step	Current post Work Value Assessment	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Level 1, Year 1	38,085.47	ASO-1	1	34,324	35,182	36,062	36,964
Level 1, Year 2	38,731.41		2	35,195	36,075	36,977	37,901
Level 1, Year 3	39,765.18		3	36,149	37,053	37,979	38,928
Level 1, Year 4	40,733.46		4	37,022	37,948	38,897	39,869
Level 1, Year 5	41,701.75		5	37,894	38,841	39,812	40,807
Level 1, Year 6	42,537.82		6	38,845	39,816	40,811	41,831
¹ Level 2, Year 1	43,518.70	ASO-2	1	41,303	42,336	43,394	44,479
¹ Level 2, Year 2	44,486.98		2	43,004	44,079	45,181	46,311
¹ Level 2, Year 3	45,455.27		3	44,705	45,823	46,969	48,143
¹ Level 2, Year 4	46,423.55						
Level 3, Year 1	47,390.58	ASO-3	1	48,102	49,305	50,538	51,801
Level 3, Year 2	48,005.04		2	49,802	51,047	52,323	53,631
Level 3, Year 3	48,970.82		3	51,504	52,792	54,112	55,465
Level 3, Year 4	49,936.58						
² Level 5, Year 1	54,648.32	ASO-4	1	54,974	56,348	57,757	59,201
² Level 5, Year 2	55,485.65		2	56,245	57,651	59,092	60,569
² Level 5, Year 3	56,453.93		3	57,514	58,952	60,426	61,937
Level 6, Year 1	58,066.90	ASO-5	1	61,309	62,842	64,413	66,023
Level 6, Year 2	59,679.87		2	63,655	65,246	66,877	68,549
Level 6, Year 3	61,294.10		3	66,168	67,822	69,518	71,256
			4	68,678	70,395	72,155	73,959
Level 7, Year 1	62,907.07	ASO-6	1	71,025	72,801	74,621	76,487
Level 7, Year 1	64,520.04		2	73,202	75,032	76,908	78,831
Level 7, Year 1	66,133.01		3	75,381	77,266	79,198	81,178
		ASO-7	1	78,402	80,362	82,371	84,430
			2	80,687	82,704	84,772	86,891
			3	82,855	84,926	87,049	89,225
			4	85,105	87,233	89,414	91,649
		ASO-8	1	88,355	90,564	92,828	95,149
			2	90,104	92,357	94,666	97,033
			3	91,856	94,152	96,506	98,919
Manager		MAS 1	1	77,058	78,984	80,959	82,983
Administrative Services		MAS 2	1	86,771	88,940	91,164	93,443
		MAS 3	1	93,525	95,863	98,260	100,717

¹ Previous MOA classifications of Level 2 has been reclassified to equivalent of ASO-2 or ASO-3 as determined by the outcome of the Work Value Assessment.

² Previous MOA classifications of Level 5 has been reclassified to equivalent of ASO-4 or ASO-5 as determined by the outcome of the Work Value Assessment.

APPENDIX 2 - Allowances

A2.1 Motor Vehicle Allowance

Where an employee has been given approval by the employer to use the employee's private vehicle for official purposes, such employee will be paid an allowance per kilometre travelled as follows:

- > For motor cars, station wagons and utilities (petrol, diesel or LPG):
 - o 86 cents per km from the first pay period on or after 1 October 2009;
 - o Apply Adelaide Consumer Price Index (1 July to 30 June 2010) percentage increase per annum from the first pay period on or after 1 October 2010; and
 - o Apply Adelaide Consumer Price Index (1 July to 30 June 2011) percentage increase per annum from the first pay period on or after 1 October 2011.

A2.2 Meal Allowance

An employee required to work overtime for more than one hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime.

When an employee is entitled to a meal break, and unless an adequate meal is provided by the employer, a meal allowance shall be paid as follows:

- o \$17.37 per occasion from the first pay period on or after 1 October 2009;
- o Apply Adelaide Consumer Price Index (1 July to 30 June 2010) percentage increase per annum from the first pay period on or after 1 October 2010; and
- o Apply Adelaide Consumer Price Index (1 July to 30 June 2011) percentage increase per annum from the first pay period on or after 1 October 2011.

A2.3 First Aid Allowance

Where the Authority requires an employee to hold and act upon a first aid certificate an allowance shall be paid in respect of each such week that the employee is required to act upon such certificate. The allowance payable is as follows:

- o \$10.87 per week from the first pay period on or after 1 October 2009;
- o Apply Adelaide Consumer Price Index (1 July to 30 June 2010) percentage increase per annum from the first pay period on or after 1 October 2010; and
- o Apply Adelaide Consumer Price Index (1 July to 30 June 2011) percentage increase per annum from the first pay period on or after 1 October 2011.