

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-20-02733

**Applicant** Centennial Park Cemetery Authority and Amalgamated ASU (SA) State Union  
Angela Taliangis, Adele English, Deb Walsh

### Orders - Approval of Enterprise Agreement Centennial Park Cemetery Authority Administration Employees Enterprise Agreement 2020

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 17 August 2020 and have a nominal life extending for a period of 3 years therefrom.

A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue horizontal line.

**Commissioner Cairney**

**17 Aug 2020**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**Centennial Park Cemetery Authority  
Administration Employees Enterprise Agreement  
2020**

# Contents

<b><u>PART 1: APPLICATION AND OPERATION OF AGREEMENT</u></b> .....	<b>3</b>
<u>CLAUSE 1.1: TITLE</u> .....	3
<u>CLAUSE 1.2: DEFINITIONS</u> .....	3
<u>CLAUSE 1.3: PARTIES BOUND</u> .....	4
<u>CLAUSE 1.4: DATE AND PERIOD OF OPERATION FOR REVIEW</u> .....	4
<u>CLAUSE 1.5: RELATIONSHIP TO PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING</u> .....	4
<u>CLAUSE 1.7: OBJECTIVES</u> .....	4
<u>CLAUSE 1.8: PRINCIPLES OF EMPLOYMENT RELATIONS</u> .....	4
<u>CLAUSE 1.9: ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE</u> .....	5
<u>CLAUSE 1.10: NO FURTHER CLAIMS</u> .....	5
<b><u>PART 2: EMPLOYEE CONSULTATION AND DISPUTE RESOLUTION</u></b> .....	<b>6</b>
<u>CLAUSE 2.1: EMPLOYEE CONSULTATION AND CHANGE MANAGEMENT</u> .....	6
<u>CLAUSE 2.2: DISPUTE SETTLEMENT PROCEDURE</u> .....	7
<b><u>PART 3: EMPLOYMENT RELATIONS AND SECURITY</u></b> .....	<b>8</b>
<u>CLAUSE 3.1: ORGANISATIONAL CHANGE</u> .....	8
<b><u>PART 4: LEAVE</u></b> .....	<b>9</b>
<u>CLAUSE 4.1: SICK LEAVE</u> .....	9
<u>CLAUSE 4.2: PERSONAL LEAVE</u> .....	9
<u>CLAUSE 4.3: UNPAID FAMILY LEAVE</u> .....	9
<u>CLAUSE 4.4: PAID PARENTAL LEAVE</u> .....	10
<u>CLAUSE 4.5: PAID PATERNITY LEAVE</u> .....	11
<u>CLAUSE 4.6: PAID ADOPTION LEAVE</u> .....	11
<u>CLAUSE 4.7: BEREAVEMENT LEAVE</u> .....	11
<b><u>PART 5: WORKING ARRANGEMENTS</u></b> .....	<b>12</b>
<u>CLAUSE 5.1: HOURS OF WORK</u> .....	12
<u>CLAUSE 5.2 FLEXIBLE WORKING ARRANGEMENTS</u> .....	13
<u>CLAUSE 5.3 TIME OFF IN LIEU (TOIL)</u> .....	12
<u>CLAUSE 5.4: OVERTIME</u> .....	12
<u>CLAUSE 5.5: PART-TIME EMPLOYMENT/JOB SHARING</u> .....	12
<u>CLAUSE 5.6 PLANNED RETIREMENT CONTRACTS</u> .....	13
<b><u>PART 6: WAGES AND RELATED MATTERS</u></b> .....	<b>13</b>
<u>CLAUSE 6.1: SALARIES FOR REVIEW</u> .....	13
<u>CLAUSE 6.2: LEAVE LOADING</u> .....	14
<u>CLAUSE 6.3: SUPERANNUATION</u> .....	14
<u>CLAUSE 6.4: SALARY SACRIFICE</u> .....	14
<u>CLAUSE 6.5: SUPERANNUATION CONTRIBUTION</u> .....	14
<b><u>PART 7: MISCELLANEOUS</u></b> .....	<b>15</b>
<u>CLAUSE 7.1: LEARNING AND DEVELOPMENT</u> .....	15
<u>CLAUSE 7.2: WORK HEALTH &amp; SAFETY</u> .....	15
<u>CLAUSE 7.3: CORPORATE UNIFORMS</u> .....	15
<b><u>PART 8: SIGNATORIES</u></b> .....	<b>16</b>
<b>APPENDIX A SALARY SCHEDULE</b> .....	<b>23</b>

## **PART 1: APPLICATION AND OPERATION OF AGREEMENT**

### **CLAUSE 1.1: TITLE**

This Agreement shall be known as the Centennial Park Cemetery Authority Administration Employees Enterprise Agreement 2020.

### **CLAUSE 1.2: DEFINITIONS**

“Agreement”	means Centennial Park Cemetery Authority Administration Employees Enterprise Agreement 2020.
“Award”	means South Australian Municipal Salaried Officers Award.
“CEO”	means Chief Executive Officer of the Authority or his/her delegate in his/her absence.
“Consultation”	means the opportunity for the views of the parties to be considered prior to a final decision being made.
“Dispute”	means any individual or collective issue concerning the application of this Agreement
“Employee”	means Employees of the Authority who are covered by the Award.
“Employer”	means Centennial Park Cemetery Authority.
“Flexible Work Arrangements”	means mutually agreed alteration to the start and/or finish time of a working day within the “span of hours”, whilst maintaining the contracted hours per payroll fortnight.
“Grievance”	means any other individual issue not covered by the Centennial Park Fair Treatment Policy which does not concern the application of this Agreement
“Parties”	means Centennial Park Cemetery Authority (the Authority) and the Amalgamated ASU (SA) State Union
“Span of Hours”	means Ordinary hours between 7.30am and 7.00pm Monday to Friday.
“The Authority”	means Centennial Park Cemetery Authority
“TOIL”	means mutually agreed hours worked beyond the 75 contracted hours per payroll fortnight to meet business needs.
“Union”	means the Australian Services Union SA/NT Branch
“Union Workplace Representative”	an employee elected by union members to represent them in the workplace. Notification of an elected member is supplied by the union secretary to the Employer.

### **CLAUSE 1.3: PARTIES BOUND**

This Agreement is binding on:

- (i) The Centennial Park Cemetery Authority (the Authority) in respect of all employees employed pursuant to the Award.
- (ii) The Amalgamated ASU (SA) State Union and its members employed at Centennial Park Cemetery Authority.

### **CLAUSE 1.4: DATE AND PERIOD OF OPERATION FOR REVIEW**

This Agreement shall come into force on the day of certification to 30 June 2023. The parties agree to commence negotiations to review this Agreement not later than four months before the end of the term of the Agreement.

### **CLAUSE 1.5: RELATIONSHIP TO PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING**

1.5.1 This Agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

1.5.2 The Authority is committed, during the life of this Agreement and in its re-negotiation to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions are covered by the Award. The terms and conditions of the Award and this Agreement shall apply to new employees as they do to current employees.

### **CLAUSE 1.7: OBJECTIVES**

The parties to this Agreement recognise that the Authority is the pre-eminent provider of cemetery, crematorium and memorialisation services in South Australia.

To maintain this position the parties to the Agreement agree to a co-operative approach to the reduction of costs, improvement of service outcomes and streamlining of operations.

This is achieved by:

- Demonstrating the characteristics of a Learning Organisation by encouraging learning and growth;
- Improving internal processes through continuous improvement and quality management;
- Ensuring that products and services meet customer needs and that all employees demonstrate a commitment to providing exceptional customer service;
- Maximising the return on investment to achieve financial sustainability and to provide a financial contribution to the owner Councils as determined by the Charter.

### **CLAUSE 1.8: PRINCIPLES OF EMPLOYMENT RELATIONS**

1.8.1 The parties:

1.8.1.1 Agree to the need to work in partnership and to co-operate with each other.

1.8.1.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of positive workplace change.

1.8.1.3 Acknowledge that good human resource management is based on effective and continuous communication between all parties.

## **CLAUSE 1.9: ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE**

- 1.9.1 The consultative structure for negotiating this Agreement and resolving concerns and/or disputes arising from the operation of the enterprise bargaining process is the Enterprise Agreement Consultative Committee (EACC).
- 1.9.2 The EACC consists of the following members:
  - 1.9.2.1 Up to three (3) members of the Management Team;
  - 1.9.2.2 Up to three (3) employee representatives. In the instance where a Union workplace representative has been elected, one of the employee representatives will be an Union workplace representative;
  - 1.9.2.3 An industrial organiser of the ASU.
- 1.9.3 Relevant external parties may be invited to attend meetings as required.
- 1.9.4 The role of the EACC shall be to:
  - 1.9.4.1 Formulate an Agreement acceptable to all parties;
  - 1.9.4.2 Reach decisions through consensus, which shall operate as recommendations to the parties they represent;
  - 1.9.4.3 Consider reports and ideas generated by employee and employer representatives on a range of issues; and
  - 1.9.4.4 Assist in resolving any disputes arising out of the operation of the Agreement.
- 1.9.5 The role of Management and Workplace Representatives shall be to:
  - 1.9.5.1 Distribute minutes of its meetings together with regular Bulletins;
  - 1.9.5.2 Make themselves available to employees for the purpose of receiving and providing information;
  - 1.9.5.3 Consider and implement agreed suggestions for continuous improvement; and
  - 1.9.5.4 Meet as necessary during the life of the Agreement to review the operation and implementation of this Agreement.

## **CLAUSE 1.10: NO FURTHER CLAIMS**

The ASU undertakes that for the life of this Agreement, that there will be no further wages claims other than those contained in the Agreement.

## **PART 2: EMPLOYEE CONSULTATION AND DISPUTE RESOLUTION**

### **CLAUSE 2.1: EMPLOYEE CONSULTATION AND CHANGE MANAGEMENT**

The Employer recognises that Employee involvement in decision-making processes that impact on their employment is critical to the success of the organisation. The Authority is committed to engaging in timely and constructive consultative practices with all Employees in accordance with the following guidelines.

#### **2.1.1 CONSULTATION METHOD**

2.1.1.1 Consultation shall occur with Employees in a variety of ways which may include, but not limited to:

- 1) organisation, department, team or cross-functional team meetings;
- 2) direct discussion with the immediate Manager or Supervisor;
- 3) other methods.

2.1.1.2 Information will be distributed to Employees in a variety of ways which may include, but not limited to:

- 1) presentations and handouts provided at meetings;
- 2) electronic communication, including email and the intranet; and/or
- 3) notice boards.

#### **2.1.2 INTRODUCTION OF SIGNIFICANT CHANGE**

Significant change may impact on the organisation, department or a discrete team in response to economic, social or environmental influences. Where significant change is identified, all relevant parties shall be engaged in initial consultation and development of change management strategies and initiatives.

For the purpose of the Agreement "change" is deemed to include, but is not limited to any or all of the following:

- 2.1.2.1 Change to work practices;
- 2.1.2.2 Introduction of new technology and equipment;
- 2.1.2.3 Change in workforce size and/or structure;
- 2.1.2.4 Resource sharing;
- 2.1.2.5 Amalgamation with other organisations; and
- 2.1.2.6 Consideration of alternative service delivery.

#### **2.1.4 HUMAN RESOURCES POLICIES AND PROCEDURES**

The Authority's Human Resources Policies and Procedures require review, development and/or revision on an ongoing basis. The Chief Executive Officer or nominated HR Representative shall coordinate policy and procedures development and review in consultation with relevant employees prior to commencing the consultative process with all Employees. Policies and Procedures will not be finalised without referring feedback arising from the consultative process to all relevant employees.

#### **2.1.5 REVIEW OF CONSULTATION AND CHANGE MANAGEMENT PROCESSES**

EACC members will monitor and review the implementation and operation of Consultations and Change Management Processes.

## **CLAUSE 2.2: DISPUTE SETTLEMENT PROCEDURE**

- 2.2.1 A procedure for dealing with individual grievances has been developed and agreed. Refer HR 10.0 Grievance Resolution Policy.
- 2.2.2 In the event of any dispute arising from the implementation of matters contained in the Agreement, the following procedures shall apply:
- 2.2.1.1 Employee(s) will, in the first instance, seek to resolve any dispute with a Supervisor/Manager. If the Employee wishes, he or she may involve a Representative of their choice in attempting to resolve the dispute. Equally, Supervisors/Managers will seek to resolve any dispute with the Employees concerned.
- 2.2.1.2 If the dispute remains unresolved the matter should be referred to the EACC for interpretation and assistance with resolution. The Employee may involve an Employee representative.
- 2.2.1.3 Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Authority and Union. Every attempt will be made by the parties to resolve the dispute within 10 working days from the date of notification of the dispute.
- 2.2.1.4 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute. Both parties agree to be bound by a decision of the Commission.
- 2.2.1.4 The parties agree that normal work will continue in accordance with the reasonable direction of the Employer provided that neither party to the dispute shall be prejudiced in the resolution of the dispute.



## **PART 3: EMPLOYMENT RELATIONS AND SECURITY**

### **CLAUSE 3.1: ORGANISATIONAL CHANGE**

- 3.1.1 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other organisations during the life of the Agreement. Natural attrition, redeployment and voluntary redundancies will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.
- 3.1.2 Training will be made available to assist in re-deployment or appointment to a changed position.
- 3.1.3 Where an employee is re-deployed to a position carrying a lower classification, their pre-transfer wage will be maintained for a period of one year. At the conclusion of that one-year period the employee will be reclassified in accordance with the new position.
- 3.1.4 Where an employee is identified as occupying a position that is no longer required, a Separation Package may be offered at the discretion of the Chief Executive Officer. Where an employee elects to access a Separation Package the following terms shall apply:
- 3.1.4.1 A separation payment shall be paid to the employee, consisting of the following:
- (i) eight weeks' notice of termination to be paid in lieu of notice; and
  - (ii) a severance payment comprising three weeks' pay for each year of continuous and completed service with the Authority.
- 3.1.4.2 The Separation Payment shall be capped at 75 weeks which includes the notice in lieu payment specified in 3.1.4.1 herein

## **PART 4: LEAVE**

### **CLAUSE 4.1: SICK LEAVE**

As per the Award.

### **CLAUSE 4.2: PERSONAL LEAVE**

- 4.2.1 The parties recognise the need for some flexibility in the management of and the taking of unplanned leave. This is especially desirable in providing some form of leave for employees to attend to responsibilities of a personal nature.
- 4.2.2 Accordingly, an employee may utilise part of their Sick Leave entitlement where accrued TOIL or flexible work arrangements are not available to deal with:
- 4.2.2.1 Matters of urgent and pressing necessity, eg, a home burgled, fire, flooding or such other unforeseen circumstances;
  - 4.2.2.2 Other pressing domestic family or personal matters where adequate notice is not possible.
  - 4.2.2.3 Leave taken under this clause may require evidence of the reason for the leave being taken at the discretion of the CEO.
- 4.2.3 Personal Leave may be taken on the following basis:
- 4.2.3.1 An employee who has completed 1 years' continuous employment with the Authority may utilise up to 3 days of their sick leave entitlement
  - 4.2.3.2 An employee who has completed 2 years' continuous employment with the Authority may utilise up to 4 days of their sick leave entitlement
  - 4.2.3.3 An employee who has completed 3 years' continuous employment with the Authority may utilise up to 5 days of their sick leave entitlement
  - 4.2.3.4 An employee who has completed 4 or more years' continuous employment with the Authority may utilise up to 6 days of their sick leave entitlement.
- 4.2.4 Part-time employees shall be entitled to Personal Leave on a pro-rata basis according to the number of hours they work per week.
- 4.2.5 Provided however, that for any period of personal leave exceeding one day, or single days taken together with a public holiday, or where either the day preceding or following a weekend are taken off duty, satisfactory evidence of the need for such leave may be required by the Authority.
- 4.2.6 Employees who do not wish to utilise their personal sick leave entitlement for personal leave may apply for special unpaid leave, or in the case of absences of less than 4 hours, may make up the hours at a mutually convenient time.
- 4.2.7 Nothing in this clause shall serve to diminish the entitlement provided for in Clause 6.8 "Family Leave" of the Award.

### **CLAUSE 4.3: UNPAID FAMILY LEAVE**

- 4.3.1 Employees who make application to the CEO may be granted up to 12 months leave without pay to care for an immediate family member subject to the following conditions:
- 4.3.1.1 The employee shall have five years' continuous service at the time of taking the leave.
  - 4.3.1.2 The employee must be the primary care giver for the immediate family member.
- 4.3.2 For the purpose of this clause, the term 'immediate family' includes a spouse, a de facto spouse, 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. The

employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.

- 4.3.3 At the discretion of the CEO, employees may work for the Authority on a casual basis while on Unpaid Family leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 4.3.4 Absence on Unpaid Family leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.
- 4.3.5 An employee on Unpaid Family leave for up to three months is entitled to the position which he or she held immediately before proceeding on unpaid Family leave.
- 4.3.6 An employee, upon returning to work after Unpaid Family leave of more than three months duration, shall be entitled to a position at the same classification.
- 4.3.7 Unpaid Family leave may be extended up to a maximum of 12 months.
- 4.3.8 Unpaid Family leave may be taken immediately following a period of Family Leave (as per Clause 6.8 of the Award), where applicable. In these instances the combined period of leave shall not exceed 2 years.
- 4.3.9 An employee on Unpaid Family leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

#### **CLAUSE 4.4: PAID PARENTAL LEAVE**

- 4.4.1. This clause shall be read in conjunction with the Award and will comply with any changes in legislation.

An eligible employee who is pregnant, or whose partner is pregnant, shall be granted paid parental leave in accordance with legislation with the following provisions:

- 4.4.2 The employee has completed a minimum qualifying period of twelve months continuous service with the Authority immediately preceding the expected date of birth at the time of taking the leave.
- 4.4.3 The employee shall be granted two weeks paid parental leave for each completed year of continuous service up to a maximum of eighteen weeks.
- 4.4.4 The employee will be paid a parental leave payment in accordance with legislation and a further payment provided by the Authority on a 'top up' basis to their normal weekly rate of pay immediately preceding the date of commencement of the leave.
- 4.4.5 The employee shall accrue leave entitlements for the period top-up payments are made by the Authority.
- 4.4.6 Periods of paid parental leave under this Clause are not in addition to unpaid parental leave provided for in the Award.
- 4.4.7 The partner of a primary care giver shall be eligible to take a period of paid parental leave for a continuous period of two weeks, in accordance with the following provisions:
  - 4.4.7.1 The employee has completed a minimum qualifying period of twelve months continuous service with the Authority immediately preceding the expected date of birth at the time of taking the leave.

- 4.4.7.2 The employee is not eligible for the government-funded paid parental leave scheme.
- 4.4.7.3 The employee may nominate the start date of the two week paid parental leave by providing a minimum of 10 weeks notice of intention to take such leave.
- 4.4.7.4 Leave accruals shall continue to apply for the period of paid parental leave.

#### **CLAUSE 4.5: PAID PATERNITY LEAVE**

As per the Award.

#### **CLAUSE 4.6: PAID ADOPTION LEAVE**

This clause shall be read in conjunction with the Award.

4.6.1 Entitlement to paid adoption leave shall be consistent with the provisions of paid parental leave as specified in clause 4.4.

#### **CLAUSE 4.7: BEREAVEMENT LEAVE**

This clause shall be read in conjunction with the Award.

4.7.1 An employee shall subject to Clause 6.3 of the Award, be entitled to up to a maximum of five (5) days of paid bereavement leave on each occasion of the death of their:

- spouse or domestic partner,
- father (including step father and father in law),
- mother (including step mother and mother in law),
- brother (including step brother),
- sister (including step sister),
- child (including step child), or
- any member of their household.

## **PART 5: WORKING ARRANGEMENTS**

### **CLAUSE 5.1: HOURS OF WORK**

- 5.1.1 Ordinary hours of duty shall not exceed an average of 37.5 hours per week or 75 hours per payroll fortnight Monday to Friday inclusive between the hours of 7.30 am and 7.00 pm with a break of not less than one half hour nor more than 1 hour for lunch between 11.30 am and 2.30 pm. Core hours are between 9.00am and 5.00pm Monday to Friday.

### **CLAUSE 5.2: FLEXIBLE WORKING ARRANGEMENTS**

- 5.2.1 By mutual agreement employees may participate in flexible work arrangements by adjusting their start and finish times, subject to meeting the operational requirements of Clause 5.1.1 herein. All requests for flexible working arrangements will be assessed fairly and equitably, Supervisors must seriously consider a request for flexible working arrangements but may refuse on reasonable business grounds

### **CLAUSE 5.3: TIME OFF IN LIEU (TOIL)**

- 5.3.1 This Clause applies to all full time Employees covered by the Agreement except where varied in individual salary package agreements.
- 5.3.2 Full time Employees may, by mutual agreement, accrue TOIL by working additional hours up to a maximum of 3 hours per day without attracting penalty rates, subject to the availability of suitable work.
- 5.3.3 TOIL may accrue to no more than 7.5 hours at the end of any given pay period. Any exceptions must be authorised by the manager. Where more than 7.5 hours have accrued an Employee may be directed to reduce excessive hours with at least one week's notice.
- 5.3.4 Managers will authorise TOIL to be taken with regard to the relevant work group's operational requirements.
- 5.3.5. Nothing contained herein shall prevent Employees and the manager from reaching mutual agreement over more flexible working hours to suit a particular task or project.

### **CLAUSE 5.4: OVERTIME**

- 5.4.1 Payment of all other overtime, except that prescribed in 5.2 herein, will be in accordance with the Award.

### **CLAUSE 5.5: PART-TIME EMPLOYMENT/JOB SHARING**

- 5.5.1 The parties recognise that under certain circumstances part-time employment and/or job-sharing arrangements can be beneficial to employees and the employer.
- 5.5.2 The Authority agrees to consider all applications for part-time or job share work received during the life of the Agreement. As part of that consideration, discussions will be held with other staff of the area in an effort to find an arrangement, which will ensure that operational requirements will be met.
- 5.5.3. Part-time Employees may, by mutual agreement, work additional hours up to 37.5 hours per week, in accordance with Clause 5.1 herein.
- 5.5.3.1 Approved additional hours up to 37.5 hours per week, will be paid at the ordinary rate of pay.
- 5.5.3.2 Approved hours worked above 37.5 hours per week will be paid in accordance with the Award.

5.5.3.3 Leave and Superannuation entitlements will accrue to all additional hours worked which will be paid at the ordinary rate of pay.

## **CLAUSE 5.6 PLANNED RETIREMENT CONTRACTS**

- 5.6.1 A Planned Retirement Contract (PRC) is a contract that may be entered into on a voluntary basis between the Employer and an Employee for a fixed term of no more than two years to assist an Employee to transition into retirement. A PRC may allow for a planned, staged reduction in work time while maintaining income through the drawdown of leave entitlements. This will allow for the gradual introduction of a shorter work week and/or work day, and may include the more frequent access to leave entitlements in blocks of one week's duration. Contract, part-time and casual employees are excluded.
- 5.6.2 Employees may apply to enter into a PRC with the Employer subject to the following conditions:
- 5.6.2.1 The Employee has completed at least five (5) years continuous service with the Authority.
  - 5.6.2.2 The Employee is not receiving workers compensation payments, temporary disability payments under a superannuation-related insurance policy or payments under any income protection or similar insurance policy.
  - 5.6.2.3 A minimum of three months' notice is required prior to commencement of transition to retirement
- 5.6.3 The Employer may, at its discretion and subject to operational requirements, enter into a PRC with an Employee.
- 5.6.4 On entering into a PRC with the Employer, the Employee relinquishes any rights to ongoing tenure of employment. All other employment terms and conditions of the Employee will be those applying immediately before the commencement of the PRC, unless specifically altered by the PRC.
- 5.6.5 The PRC may establish the parameters of work and leave days for the entire duration of the contract or, by mutual agreement, be reviewed and revised on a no less than three month period to establish work and leave days.
- 5.6.6 The Employee's Position Description shall be revised from time to time to reflect the changes and reduction in quantifiable duties and hours of work. Specific work outputs or outcomes required shall be included in the PRC.
- 5.6.7 A signed PRC is binding on both parties, however the PRC may be varied by mutual agreement.

## **PART 6: WAGES AND RELATED MATTERS**

### **CLAUSE 6.1: SALARIES FOR REVIEW**

- 6.1.1 Staff will be employed on the base salary rates set out in Appendix A. These rates incorporate:
- 6.1.1.1 An increase of 2% from the first full pay period after the adoption of this Agreement, following the expiry of the previous Agreement of 30 June 2020, and,
  - 6.1.1.2 A further 2% increase payable from the first full pay period on or after the 1<sup>st</sup> July 2021, and
  - 6.1.1.3 A further 2% increase payable from the first full pay period on or after the 1<sup>st</sup> July 2022.
- 6.1.2 The Authority will annually pay full 24 hour Journey Insurance, which includes all Private Journeys, for all employees covered by this agreement as arranged by the Authority with the Local Government Risk Services.

## **CLAUSE 6.2: LEAVE LOADING**

6.2.1 In lieu of leave loading, an amount of 17.5% of four weeks' base pay will be paid into the staff member's superannuation fund each year on a monthly basis.

## **CLAUSE 6.3: SUPERANNUATION**

6.3.1 Statewide Super is the Employer's nominated superannuation fund.

6.3.2 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.

6.3.3 Where an Employee does not make a choice of fund, Statewide Super shall be the Employer's default fund.

6.3.4 The Employee's salary referred to in the Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the amount salary sacrificed to superannuation.

## **CLAUSE 6.4: SALARY SACRIFICE**

6.4.1 Employees may elect to have their current contribution paid by the Authority pre-tax thus reducing their taxable salary. By agreement between the CEO and the Employee, the Employee can elect to increase this contribution thus salary sacrificing his/her salary (including an Award-based salary). Such an arrangement allows an Employee to increase his/her Employer superannuation contribution from the Employee's pre-tax income and accepting an appropriate reduction in the Employee's taxable salary. The salary sacrificing arrangement shall be at no cost to the Authority.

6.4.2 All such requests will be initiated by the Employee in writing and will detail the percentage of salary to be sacrificed. All requests require the approval of the CEO.

6.4.3 The terms and conditions of the arrangement shall not, when viewed objectively, be less favourable than the entitlements otherwise available to the Employee under the award.

6.4.4 All salary sacrificed superannuation contributions are Deemed Contributions and treated as preservable Employer contributions, therefore no benefit will be available until the Employee is permanently retired after the relevant preservation age.

6.4.5 The Employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.

6.4.6 An Employee may elect to vary their salary sacrificing arrangements once per year. Any additional changes may be made by agreement with the CEO. An Employee may apply to enter or withdraw from a salary sacrificing arrangement at any time.

6.4.7 As salary sacrifice is a complex matter, it is the responsibility of the Employee to obtain competent financial advice and to ensure that they fully understand all implications of salary sacrifice before entering into arrangements under this clause.

## **CLAUSE 6.5: SUPERANNUATION CONTRIBUTION**

6.5.1 The Employer currently matches Employee superannuation contributions up to a maximum of 2.5%.

6.5.2 In recognition of and response to the legislated increases to Employer superannuation contributions, any additional superannuation payments made by the Employer pursuant

to Clause 6.5.1 herein will be reduced by the same percentage of any legislated increases.

## **PART 7: MISCELLANEOUS**

### **CLAUSE 7.1: LEARNING AND DEVELOPMENT**

7.1.1 The Authority is dedicated to providing appropriate Learning and Development opportunities to enable Employees to operate effectively and all staff are committed to actively participating in the Authority's training program. Refer to HR 6.0 Learning and Development Policy.

### **CLAUSE 7.2: WORK HEALTH & SAFETY**

7.2.1 The Authority is committed to maintaining the highest standard of Work, Health and Safety (WHS) in accordance with the WHS Act 2012.

7.2.2 All parties agree to co-operate fully to achieve high standards of WHS by ensuring strict compliance with all relevant Acts, Regulations and Authority Policies and Procedures.

### **CLAUSE 7.3: CORPORATE UNIFORMS**

7.3.1 The Authority will provide staff with corporate uniforms to be worn in accordance with the Uniform Policy.



**PART 8: SIGNATORIES**

**Signed on behalf of the Centennial Park Cemetery Authority by:**

**Janet Miller  
Chief Executive Officer**

**Date**

**Witness Name:**

**Signature:**

---

**Signed for and on behalf of the Centennial Park Cemetery Authority Employees covered by the SA Municipal Salaried Officers Award:**

**Angela Taliangis  
Employee Representative**

**Date**

**Witness Name:**

**Signature:**

**Deb Walsh  
Employee Representative**

**Date**

**Witness Name:**

**Signature:**

**Adele English  
Employee Representative**

**Date**

**Witness Name:**

**Signature:**

**General Officer Stream Salary Schedule**

**APPENDIX A**

**Centennial Park Cemetery Authority Administration Employees**

<b>Level</b>	<b>Base Rate</b>	<b>Base Rate</b>	<b>Base Rate</b>
	<b>FFPP after adoption of Agreement</b>	<b>FFPP after 1 July 2021</b>	<b>FFPP after 1 July 2022</b>
1.1	\$54,067.99	\$55,149.35	\$56,252.33
1.2	\$55,392.97	\$56,500.83	\$57,630.84
1.3	\$57,248.31	\$58,393.27	\$59,561.14
1.4	\$59,237.58	\$60,422.33	\$61,630.78
1.5	\$61,221.47	\$62,445.90	\$63,694.82
1.6	\$63,205.39	\$64,469.50	\$65,758.89
2.1	\$65,217.87	\$66,522.23	\$67,852.67
2.2	\$67,205.36	\$68,549.47	\$69,920.46
2.3	\$69,194.63	\$70,578.52	\$71,990.09
2.4	\$71,180.33	\$72,603.94	\$74,056.02
3.1	\$73,166.03	\$74,629.35	\$76,121.94
3.2	\$75,153.51	\$76,656.58	\$78,189.71
3.3	\$77,139.20	\$78,681.99	\$80,255.63
3.4	\$79,130.24	\$80,712.85	\$82,327.11
4.1	\$81,112.37	\$82,734.62	\$84,389.31
4.2	\$83,099.85	\$84,761.85	\$86,457.08
4.3	\$85,064.11	\$86,765.40	\$88,500.70
4.4	\$87,073.01	\$88,814.47	\$90,590.76
5.1	\$89,056.94	\$90,838.08	\$92,654.85
5.2	\$91,046.21	\$92,867.13	\$94,724.48
5.3	\$93,033.67	\$94,894.34	\$96,792.23
6.1	\$96,344.37	\$98,271.25	\$100,236.68
6.2	\$99,653.27	\$101,646.33	\$103,679.26

<b>6.3</b>	<b>\$102,967.54</b>	<b>\$105,026.89</b>	<b>\$107,127.43</b>
<b>7.1</b>	<b>\$106,276.42</b>	<b>\$108,401.95</b>	<b>\$110,569.99</b>
<b>7.2</b>	<b>\$109,588.89</b>	<b>\$111,780.67</b>	<b>\$114,016.28</b>
<b>7.3</b>	<b>\$112,897.78</b>	<b>\$115,155.74</b>	<b>\$117,458.85</b>
<b>8.1</b>	<b>\$116,872.76</b>	<b>\$119,210.22</b>	<b>\$121,594.42</b>
<b>8.2</b>	<b>\$120,844.14</b>	<b>\$123,261.03</b>	<b>\$125,726.25</b>
<b>8.3</b>	<b>\$124,822.67</b>	<b>\$127,319.13</b>	<b>\$129,865.51</b>