
ADELAIDE CEMETERIES AUTHORITY ENTERPRISE AGREEMENT NO.5 2003

File No. 3102 of 2003

**This Agreement shall come into force
on and from 12 June 2003 and have a
life extending until 8 January 2005.**

THE COMMISSION HEREBY APPROVES THIS
ENTERPRISE AGREEMENT PURSUANT TO
SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE
RELATIONS ACT 1994.



DATED THIS 12th DAY
OF JUNE 2003

ENTERPRISE AGREEMENT
COMMISSIONER



ADELAIDE CEMETERIES AUTHORITY

ENTERPRISE AGREEMENT

NO 5. - 2003

**ADELAIDE CEMETERIES AUTHORITY
ENTERPRISE AGREEMENT NO. 5 - 2005**

CLAUSE 1 - TITLE

This Agreement shall be entitled 'Adelaide Cemeteries Authority Enterprise Agreement No. 5 2003'.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

For the purposes of this Agreement:

- 'Agreement' means Adelaide Cemeteries Authority Enterprise Agreement No. 5 2003.
- 'Award' means the Cemetery Employees Award.
- 'Consultation' means the process, which will have regard to employees' interests in the formulation of plans, which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 'Employee' means any employee of the Adelaide Cemeteries Authority who performs work covered by this Agreement and the Award.
- 'Employer' means the Adelaide Cemeteries Authority.
- 'Union' means the AWU, Greater South Australian Branch.

CLAUSE 4 - APPLICATION

This Agreement shall be binding upon the Adelaide Cemeteries Authority (the employer) and the AWU Greater South Australian Branch (the Union) and the employees of the Adelaide Cemeteries Authority whose terms and conditions of employment are otherwise governed by the Cemetery Employees Award.

CLAUSE 5 - PERIOD OF OPERATION

This Agreement shall commence from the date of approval by the South Australian Industrial Relations Commission and remain in force for until midnight 8 January 2005. This Agreement will remain in operation even after the date of expiry until a new agreement is registered.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the Cemetery Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 7 - INTENT AND OBJECTIVES

The economic success of the Adelaide Cemeteries Authority and the well being of all stakeholders depends on the success of a shared commitment to prepare for the future and a more competitive environment.

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.

The Adelaide Cemeteries Authority undertakes that during the life of this Agreement there will be no forced redundancies.

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 staff levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between employees and employers. This is to be done by mutual agreement and in writing between the parties.
- 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.
- Adopting of practices to improve standards of Occupational Health and Safety.
- 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, this Agreement and all Statutory provisions.

CLAUSE 8 - CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace.

Consultative Committee

The Consultative Committee shall consist of:

- (i) Employer representatives employed and/or nominated by the Adelaide Cemeteries Authority.
- (ii) Employee representatives elected by the employees who are covered by this Agreement and include members of the AWU.
- (iii) The Assistant State Secretary of the AWU (or his nominee), who shall be a permanent member of the Committee.

The role of the Consultative Committee shall be:

- (i) To reach decisions by consensus. All decisions will operate as recommendations.
- (ii) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- (iii) To provide a forum for information flow between the employer and employees.

CLAUSE 9 - EMPLOYEE RELATIONS

- The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.
- Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 10 - SPECIFIC CHANGES

1. Worksite Flexibility

The parties to this Agreement agree to pursue the objective of worksite flexibility to ensure optimal service and productivity standards. To this extent it is agreed that:

- The Adelaide Cemeteries Authority has different work locations in Adelaide.
- That employees will be required to attend to a different work site, if requested to meet an emergency situation or pressing work commitments to a maximum of 3 days.
- That employees may work in a different location for a period of up to 3 months by mutual agreement.
- That no employee or the employer shall be disadvantaged in pursuing worksite flexibility.
- That a travelling allowance is payable for work related travel between worksites.

2. Flexible Working Arrangements Outside of this Agreement

Nothing contained herein shall prevent the employee(s) and management from reaching mutual agreement over more flexible working hours to suit a particular job or project within the Authority. Any such mutually agreed arrangements shall be recorded in writing and a copy retained by the Authority and the workplace representative and a copy of which will be forwarded to the AWU.

3. Annual Leave

To ensure continuity of operations and optimal service standards over the Christmas/New Year period, the following is agreed:

- All employees wishing to take leave over the Christmas/New Year and the following January period must register their interest with the Authority by 1 September preceding the leave period.
- Those final decisions regarding such leave will be communicated to employees by no later than 30 September preceding the leave period.
- That between 1st and 24th December no leave will be granted.
- That any leave approved for the Christmas/New Year and following January period referred to above shall be by leave roster history and mutual agreement of all staff to ensure fairness and equity amongst all staff in accessing leave at particular times of the year.

4. Carer's Leave

An employee (other than a casual employee as defined in the Award) with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support is entitled to up to 38 hours in any completed year of continuous service to provide care and support for such persons when they are ill.

The above provision will be in accordance with clause 7.5 of the Award.

5. Sick Leave

Sick leave will be in accordance with the provisions of the Cemetery Employees Award, Clause 7.2, with the alteration that employees shall not be required to produce medical certificates for these absences not exceeding one day only on three occasions during each year of service.

6. Rostered Time Off

It is agreed that the normal working hours will be 8.00 a.m. start - 4.30 p.m. finish with one half hour for lunch. During a 4-week period a day will be rostered off subject to the following:

- Cancellation of RDO

The management reserves the right to cancel any RDO up to the close of duty on the normal working day prior to the RDO due to extreme unforeseen circumstances. The RDO will be re-allocated to a mutually agreed date.

- Sick Leave

An employee who is absent from work on the normal working day before or after his/her RDO shall produce a medical certificate to be able to claim sick pay.

- Flexibility of RDO

An employee may, by arrangement with another employee, swap their RDO within the same 4-week period by mutual agreement with management.

At times of significant inclement weather where the performance of non-essential work is compromised by such inclement weather employees, may with the consent of management, access part of their bank of rostered time off.

The procedure for an employee or employees to request to be released is as follows;

- Affected employees will approach the Cemetery Foreperson who will in consultation with the employees decide whether non-essential work is compromised by the inclement weather for the remainder of the working day. The Cemetery Foreperson will then determine which category and number of employees can be released for the remainder of the day and have the time absent from the workplace that day deducted from each respective employee's accumulated rostered time off. If the number and category of employees seeking to be released on any given day exceeds the numbers required for essential work selection of employees to be

released will be based on such factors as employees taking their turn at being released and the relevant employees having an adequate accrual of accumulated time off.

- If the Cemetery Foreperson rejects the employee or employees' request to be released, the employee or employees can request that the Manager Technical Services redetermine the request.

- Banking of RDO's

During the life of this Agreement a trial allowing employees to elect to bank up to five RDO's will take place. Each employee who elects to bank RDO's must advise his/her foreperson a minimum of two weeks before the next schedule RDO that they intend to bank that particular RDO. The timing of the taking of a bank of RDO's will be subject to the Authority being in a position where it has the staff numbers available to meet its manning requirements. In any event the maximum number of people being absent at the same time on an RDO is as follows.

Enfield Memorial Park	3
Cheltenham Cemetery	1
West Terrace Cemetery	1
Smithfield Memorial Park	1

Where employees are competing to take the same days off with banked RDO's the employee(s) who requested first will have priority. The provisions of 10.3 Annual Leave will apply for the taking of banked RDO's.

During the trial of banking of RDO's Management reserves the right to unilaterally cancel any banking of RDO's.

- Public Holidays

Any RDO that falls on a public holiday, or adjacent to a public holiday or long weekend, must be taken on a date mutually agreed with management.

7. Overtime

- It is acknowledged that, as part of their normal duties, staff do, subject to funeral bookings, work overtime in the crematorium and grave digging areas, and the areas where specific skills are required.
- The Authority expects a commitment from all staff to work overtime as required, outside of the normal duties/times (Monday to Friday). This overtime is to assist with catch-up maintenance and work on special projects/developments.
- The staff must show a commitment by a contribution of a minimum of 16 hours overtime (if such overtime is available) per 12-month period from a specified date, if required.

- A list of all staff is compiled under the following criteria:
 - (a) **All staff be placed on an open roster.**
 - (b) **All staff be available for overtime as requested.**
 - (c) **Records be kept of the overtime worked by individuals, including details of all overtime offered.**
 - (d) **The Consultative Committee review the process on a 3-monthly basis. Such review to consider the contribution of each staff to overtime, in light of the Authority's requirements for the period.**

8. Wet Surface/Weather Allowance

- 8.1 The Adelaide Cemeteries Authority agrees to vary the provision as set out in the Cemetery Employees Award. This varied provision as follows will be wholly in lieu of the Award definition.
- 8.2 All employees will receive a minimum allowance of \$2.30 per week excepting grave diggers and their assistants who shall receive \$4.80 per week.
- 8.3 These allowances are full compensation for employees working in wet weather where it is safe to do so and or required to dig or backfill a grave, hole or trench and to do so requires the employee to stand in water or mud.

9. Rest Breaks

- 9 A rest period of ten minutes is allowed to employees between 10.00 am and 10.10 am and again between 2.30 pm and 2.40 pm. Prior to each rest period, 5 minutes is allowed for washing of hands.
- 10 The employer retains the right to alter the timing of such breaks at short notice to meet service requirements of customers.

10. Mausoleum

- This Agreement fully accounts for any and all work practises associated with the operation of the new proposed Mausoleum.
- The parties to this Agreement will review the operation of the Mausoleum within 6 months of it coming into operation.

11. Exhumation Allowance

In respect to sub-clause 5.3.6 of the Award the exhumation allowance per employee shall be \$160.00.

12. Salary Sacrificing

1. Salary Sacrificing under this Agreement will occur in conjunction with Appendix 1 and 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.
2. The employees covered under this Agreement will have access to this salary sacrificing arrangement subject to the following provisions.
 - a) Accessing salary sacrificing arrangements is a voluntary decision to be made by the individual employee.
 - b) The employee wishing to enter into salary sacrificing will be required to sign a document which indicates that:
 - i) They have sought expert advice in relation to entering into such an arrangement; and
 - ii) 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
 - iii) 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.
3. 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.
4. The Adelaide Cemetery Authority reserves the right to terminate salary packaging if the costs of administration become unsustainable.

CLAUSE 11 - EMPLOYEE'S PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

CLAUSE 12 - OCCUPATIONAL HEALTH & SAFETY

All employees of the Adelaide Cemeteries Authority shall be ensured a safe working environment at all times.

The employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health and Safety. The parties agree to give full co-operation and support to the Occupational Health and Safety Committee to achieve high standards of Occupational Health and Safety.

The parties recognise safety education and safety programmes shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all Acts and Regulations, industry Codes of Practice and other relevant Occupational Health and Safety guidelines so as to provide and maintain a safe working environment.

CLAUSE 13 - PAY INCREASES

Upon approval of the Enterprise Agreement, the following will apply:

1. A wage increase of 4 % from the first full pay period on or after 8 January 2003.
2. A wage increase of 3.6 % from the first full pay period on or after 8 January 2004.

The wage rates payable under this Enterprise Agreement are detailed in Appendix 1.

CLAUSE 14 - NO FURTHER CLAIMS

The parties undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

The Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise bargaining increases.

The parties agree that negotiation of the next Enterprise Bargaining Agreement will begin at least six months prior to the expiry of this Agreement.

CLAUSE 15 - NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other workplace and shall not be used by any party in any Tribunal or Industrial Commission.

CLAUSE 16 - DISPUTE SETTLEMENT PROCEDURE

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 South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

2. Procedure in Relation to Disputes Arising out of Employment.

The purpose of this Dispute Settling Procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.

Parties also agree that during the implementation of the Dispute Settling Procedure, work within the Authority will proceed without stoppages or the imposition of any bans, work limitations or restrictions except in the case of genuine Occupational Health and Safety issues.

It has also been accepted by the parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. Such record will be signed off as accurate by the employee's and management. It is the responsibility of the most senior officer involved at each stage of this process to prepare, or have prepared, the record.

3. Stage One

The employee and/or Workplace Representative will contact the relevant supervisor/manager to attempt to settle the issue at that level.

4. 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.

5. 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.

6. 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.

This procedure is not intended to preclude ultimate access by either party to the Industrial Relations Commission for conciliation or arbitration purposes.

The process contained in Stages One, Two and Three shall be completed within 14 working days of the issue being raised at Stage One to ensure its expedient resolution.

CLAUSE 17 - AWU EMPLOYEE REPRESENTATION

In accordance with Section 77 (1) (d) of the Industrial and Employee Relations Act 1994, the AWU Union has been granted by the majority of employees covered by this Agreement representational rights to the exclusion of all other employee associations.

CLAUSE 18 - MONITORING COMMITTEE

The Consultative Committee will continue to review the effectiveness of matters implemented pursuant to this Agreement. Meeting times will be by mutual consent.

SIGNATORIES

**SIGNATURE BY/ON BEHALF OF
ADELAIDE CEMETERIES AUTHORITY:**

Signed

Name

Witness

Dated

**SIGNATURE BY/ON BEHALF OF
AUSTRALIAN WORKERS UNION:**

Signed

Name

Witness

Dated

**SIGNATURE BY/ON BEHALF OF
EMPLOYEES:**

Signed

Name

Witness

Dated

APPENDIX 1

	Current Cemetery Emp Award	First full pay period on or after 8.01.2003	First full pay period on or after 8.01.2004
GRADE 1	472.60	525.49	544.41
GRADE 2	484.40	541.98	561.49
GRADE 3	497.90	560.94	581.13
GRADE 4	505.40	571.63	592.21
GRADE 5	525.20	596.37	617.84
GRADE 6	535.50	610.93	632.92
GRADE 7	545.70	625.14	647.65