



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **ADELAIDE CEMETERIES AUTHORITY ENTERPRISE AGREEMENT 2018**

**File No. 5300 of 2018**

**This Agreement shall come into force on and from 27 December 2018 and have a life extending for a period of 36 months therefrom.**

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



DATED 27 DECEMBER 2018.

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COMMISSIONER

# **Adelaide Cemeteries Authority**

## **Enterprise Agreement 2018**

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## 1. OPERATION

This Enterprise Agreement will operate for three years from the date of approval by the South Australian Employment Tribunal.

## 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 depend 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 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 Work 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 Awards.
- > Ensuring strict adherence to the Awards (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 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 <i>Adelaide Cemeteries Authority Officers Award</i> as a salary;
“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 Premier and Cabinet;
“approval”	means approval by the South Australian Employment Tribunal;
“association”	means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“Awards”	Refers to the <i>Adelaide Cemeteries Authority Officers Award</i> and <i>Cemetery Employees (SA Authorities) Award</i> ;
“Chief Executive”	means the Chief Executive of the Department of Premier and Cabinet or delegate thereof;
“Chief Executive Officer”	means the Chief Executive Officer (CEO) of the Adelaide Cemeteries Authority;
“Tribunal”	means the South Australian Employment Tribunal;
“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;
“operational 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 <i>Cemetery Employees (SA Authorities) Award</i> or industrial instrument as a weekly rate.
“party”	means the persons, entities and associations referred to in clause 4;
“the Officers Award”	means the <i>Adelaide Cemeteries Authority Officers Award</i> ;
“the Cemetery Employees Award”	means the <i>Cemetery Employees (SA Authorities) Award</i> ;
“this Enterprise Agreement”	means the <i>Adelaide Cemeteries Authority Enterprise Agreement 2018</i> ;
“Training Package”	means a training package endorsed as such by the National Training Quality Council and placed on the National Training Information Service (eg Horticultural Training Package);
“Voluntary Flexible Working Arrangement” and “VFWA”	means a working arrangement of a type dealt with in the Commissioner’s Employment Guideline and Determination: Flexible Workplaces and made available by the CEO 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 applicable *Adelaide Cemeteries Authority Officers Award* and *Cemetery Employees (SA Authorities) Award*.
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in the applicable Awards 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 Premier and Cabinet or delegate thereof (namely the CEO of the Adelaide Cemeteries Authority), in respect of

administrative employees specified below in subclause 4.1.4 and operational employees specified below in subclause 4.1.5;

- 4.1.2 The Australian Services Union – South Australian and Northern Territory Branch (ASU);
- 4.1.3 The Australian Workers' Union – Greater South Australian Branch (AWU);
- 4.1.4 Administrative employees employed by the CEO of the Adelaide Cemeteries Authority who would otherwise be bound by the *Adelaide Cemeteries Authority Officers Award* and who have a classification specified in Appendix 3 of this Agreement; and
- 4.1.5 Operational employees employed by the CEO of the Adelaide Cemeteries Authority who would otherwise be bound by the *Cemetery Employees (SA Authorities) Award* and who have a classification specified in Appendix 4 of this Agreement.

## 5. OTHER ENTERPRISE AGREEMENTS

The *Adelaide Cemeteries Authority (Salaried) Enterprise Agreement 2015* and the *Adelaide Cemeteries Authority (Weekly Paid) Enterprise Agreement 2015* are replaced by this Agreement.

## 6. SALARIES AND WAGES ADJUSTMENTS

- 6.1 This clause refers to the salaries schedule appearing in Appendix 3: Salaried and Appendix 4: Wages.
- 6.2 Except as provided by this clause, the salaries and wages rates payable to employees are those detailed in Appendix 3: Salaried and Appendix 4: Wages, which provides for wages rates which will operate from the first full pay period to commence on or after 1 October 2017, 1 October 2018 and 1 October 2019 respectively.
- 6.3 The salary and wages payable to an employee as at the applicable date shall not reduce by reason of the salary and wages schedule in this Enterprise Agreement.
- 6.4 No Team Leader allowance is payable to Team Leaders as the relevant rates specified in Appendix 4: Wages incorporate an amount in relation thereto.
- 6.5 Service increments will be subsequent to the Authority's performance management system whereby if the employee is assessed as not performing at a satisfactory level the Authority will take appropriate steps in accordance with the Authority's performance management system.

## 7. REDEPLOYMENT, RETRAINING AND REDUNDANCY

The parties acknowledge that this agreement is made and entered into on the basis that the redeployment, retraining and redundancy scheme as detailed in Appendix 2 is applicable to Adelaide Cemeteries Authority and employees covered by this Enterprise Agreement.

## 8. SALARY SACRIFICE AGREEMENT (SSA)

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The employees covered under this Agreement will have access to this salary sacrificing arrangement subject to the following provisions.
  - 8.5.1 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.
- 8.6 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.
- 8.7 The Adelaide Cemeteries Authority reserves the right to terminate salary packaging if the costs of administration become unsustainable.

## 9. ALLOWANCES ADJUSTMENTS

The adjustment to allowances is as specified in Appendix 5.

## 10. 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 any leave approved for the Christmas/New Year and following January period shall be by leave roster history and mutual agreement of all employees to ensure fairness and equity amongst all employees in accessing leave at particular times of the year.

## 11. PERSONAL LEAVE – INJURY AND SICKNESS

### **Entitlement to personal leave**

- 11.1 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**

- 11.2 A full time employee will accrue twelve (12) days per annum for the purposes of personal leave. Part time employees will accrue the equivalent pro rata hours.
- 11.3 Personal leave will be credited for individual employees based on their service year accredited on a pro-rata basis.
- 11.4 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from their personal leave accrual.

### **Conditions for Payment of Personal Leave**

- 11.5 The employee is not entitled to payment for personal leave unless:
- (a) the employee gives the employer notice of the sickness and estimated duration before the period for which personal leave begins. If the nature or sudden onset of the sickness makes it reasonably impracticable to give notice before the period begins, the notice is validly 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
- 11.6 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.

## 12. FAMILY CARER'S LEAVE – USE OF PERSONAL LEAVE

- 12.1 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.

- 12.1.1 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 to provide care and support for such persons when they are ill.

12.1.2 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.

12.1.3 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.

### 13. SPECIAL LEAVE

13.1 This clause only deals with special leave with pay and does not deal with leave without pay.

13.2 The CEO may grant up to the equivalent of fifteen (15) days special leave with pay each service year to employees in accordance with Commissioner's Determination 3.1, Attachment E – Special Leave With and Without Pay

13.3 The CEO may grant an employee Special Leave with Pay in accordance with the Commissioner's Determination 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
- > in addition to bereavement leave.

13.4 If the CEO believes it is appropriate, he/she may grant special leave with pay to an employee in addition to that provided for in Commissioner's Determination 3.1. However, this should only occur in exceptional circumstances.

### 14. PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purposes of this clause paid maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

- 14.1 This clause applies to employees who commence maternity leave, adoption leave or surrogacy leave on or after the date of approval by the Tribunal of this Enterprise Agreement.
- 14.2 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 (the “applicable maximum period”).
- 14.3 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months of continuous service immediately prior to taking custody of an adopted or surrogate child, is entitled to: sixteen (16) weeks paid adoption or surrogacy leave (the “applicable maximum period”). Adopted child means a child under 16 years of age.
- 14.4 An employee who, at the time of commencing such paid maternity, adoption or surrogacy 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 twenty (20) weeks (the “applicable maximum period”).
- 14.5 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/Surrogacy/Parental/Special Leave is not to exceed 104 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/Surrogacy Leave commences. The paid Maternity/Adoption/Surrogacy 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.
- 14.6 At the time of applying for paid Maternity Leave, Adoption Leave or Surrogacy Leave, the employee may elect 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/Surrogacy Leave commences; or
  - (d) A combination of (a), (b) and (c).
- 14.7 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 (disregarding any periods of leave).
- 14.8 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.

- 14.9 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity, adoption leave or surrogacy 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 Adelaide Cemeteries Authority.

#### **Return to Work on a Part Time Basis**

- 14.10 Subject to this clause, an employee is entitled to return to work after Maternity, Adoption or Surrogacy Leave on a part time basis, at the employee's substantive level, until the child's second birthday.

- 14.10.1 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, Adoption Leave or Surrogacy Leave is due to expire and will provide to the CEO 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 CEO 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.

### **15. WORKLIFE FLEXIBILITY**

#### **Voluntary Flexible Working Arrangements ('VFWAs')**

- 15.1 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.
- 15.1.1 The Adelaide Cemeteries Authority will promote and improve the awareness of VFWAs in the workplace during the life of this Enterprise Agreement.
- 15.1.2 The CEO 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.
- 15.1.3 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 Awards.
  - (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**

- 15.2 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.
  - 15.2.1 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.
  - 15.2.2 The employee ordinarily uses public transport.
  - 15.2.3 Travel is by the most direct or appropriate route.
  - 15.2.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time as noted in Appendix 2 of the Agreement.
  - 15.2.5 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.

### **Reimbursement of Reasonable Child Care Costs**

- 15.3 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.
  - 15.3.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 15.3.2 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.
  - 15.3.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
  - 15.3.4 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.

- 15.3.5 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.
- 15.3.6 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. DOMESTIC AND FAMILY VIOLENCE

- 16.1 There are times when an employee who is experiencing or escaping domestic/family violence may need time away from work for a range of reasons, for example to address health, legal, child care, housing or other personal matters.

### **Flexible Safe Working Arrangements and leave**

- 16.2 Public Sector employees experiencing or escaping domestic/family violence are entitled to access up to 15 days' Special Leave With Pay in a 12 month period separately from existing leave entitlements and any applicable flexible and safe working arrangements (regardless of whether they are consistent with current operational requirements). Special Leave With Pay for Domestic and Family Violence is not considered to be part of the general 15 days special leave with pay allowance for special purposes.

### **Access to special leave with pay entitlement for domestic and family violence**

- 16.3 It is entirely the choice and the right of the employee to access up to 15 days' Special Leave With Pay for domestic/family violence reasons before considering other forms of leave, whether personally accrued or otherwise.
- 16.4 The parties acknowledge the CPSE has issued a Guideline in relation to this matter.

### **Workplace performance and conduct**

- 16.5 Experiencing domestic/family violence may have an adverse effect on an employee's workplace performance or conduct.
- 16.6 At any time, the employee may request a person to whom they may have made disclosures to inform the relevant manager or delegate about matters that may affect their workplace performance or conduct. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.
- 16.7 Where the employer becomes aware of an employee's personal circumstances, they are to take this information into account in any assessment of that employee's workplace performance or conduct.

## 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 a minimum of four (4) hours at the rate of double time and a half.

18. SPAN OF HOURS, ROSTERED DAYS OFF (RDO's)

Ordinary hours of work will be 38 hours per week (plus an additional 2 hours per week for RDO accrual), or 7.6 hours per day (plus 0.40 hours per day for RDO accrual) to be worked Monday to Friday inclusive between the hours of 6:30am and 6:30pm, excluding Public Holidays.

During a four (4) week period a day will be rostered off. This day can be any normal working day as determined by management subject to the following:

- > *Cancellation of RDOs*  
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.
- > *Flexibility of RDOs*  
An employee may, by arrangement with another employee, swap their RDO within the same four (4) week period by mutual agreement with management.
- > *Accrual of RDOs*  
With the agreement of the employer, may accrue up to 10 days of RDOs, before being directed to take the time.

19. FLEXI-TIME ACCRUALS

19.1 An employee who accrues:

19.1.1 Flexi-time in accordance with the Officers Award or this Agreement; or

19.1.2 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 of flexi-time 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.

19.2 Where an employee has been permitted to accrue flexi-time in excess of 10 days, the employee may apply to the employer to convert such flexi-time (as applicable) into a payment at their ordinary rate.

20. OVERTIME

An employee may be required to work overtime as part of their normal working arrangements.

- 20.1 Where overtime is available, such overtime will be arranged on a fair and equitable basis, taking into account both the operational needs and, as far as practicable, the personal circumstances of the employee(s).
- 20.2 Employees that are required to work overtime on any such occasion on the weekend shall be paid a minimum of three hours work at the appropriate overtime rate.
- 20.3 Subject to this clause, a reference in clause 6.3.5 of the Officers 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.

## 21. MEAL BREAKS

- 21.1 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.
- 21.2 The employer retains the right to alter timing of meal breaks to meet service requirement of customers. Employees are committed to ensuring the successful and uninterrupted delivery of services using the Authority's cemeteries and agree to vary the timing of these rest breaks to meet business needs and provide cemetery services.
- 21.3 Paid 15 minute am and pm breaks apply for all operational roles working a minimum of 7.6 hours per day.
- 21.4 Administrative workers are required to take reasonable breaks away from their workstations equivalent to 15 minutes am and pm.

## 22. ON-CALL/RECALL

- 22.1 The provisions relating to on-call and recall, which are prescribed in the Awards will continue to apply.
- 22.2 Where an employee is called back for overtime duty between the hours of 5.00 pm and 7.00 am. or at a time when the employee is entitled to be absent on any day, the employee is entitled to payment of four (4) hours at overtime rates for each call back.
- 22.3 All employees who travel to work as a result of receiving a call out 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.

## 23. 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.
- > Employees will be required to attend any of the work locations operated by Adelaide Cemeteries Authority, in the event of meeting an emergency situation or work commitments. Management will take into account an employee's personal circumstances when such requirement is warranted.
- > By mutual agreement, employees may change their work location from one site to another.



- > A motor vehicle allowance is payable for work related travel between worksites where employees use their own vehicle. These rates are specified in Appendix 5.

## 24. WORKPLACE FLEXIBILITY

- 24.1 The parties agree that the CEO 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).

For the purposes of this clause, employees is defined as those employees who are directly impacted by any such proposal only, and not the entire workforce, if such a proposal is limited to a cohort of employees. Similarly, the same principle applies to relevant employee representatives.

- 24.2 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"**).

- 24.2.1 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.
- 24.2.2 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.
- 24.2.3 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 Awards 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.
- 24.2.4 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"**).
- 24.2.5 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.

## 25. TRAINING AND DEVELOPMENT

- 25.1 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).
- 25.2 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.

## 26. PERFORMANCE IMPROVEMENT

- 26.1 This Agreement recognises that the Adelaide Cemeteries Authority will continue to evolve as a dynamic, productive and a customer responsive entity.
- 26.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 26.3 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.

## 27. WORK HEALTH AND SAFETY

- 27.1 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.
- 27.2 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.
- 27.3 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
- > Ensuring understanding of the importance of systematically managing work health and safety 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 work health and safety, 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.
- 27.4 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.

## 28. 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.

## 29. CONSULTATIVE PROCESSES

29.1 The parties commit to the following consultative principles:

- 29.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and agreed, providing a genuine opportunity for them to contribute effectively to any decision making process.
- 29.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
- 29.1.3 Effective workplace relationships can only be achieved if appropriate consultation and agreement between the parties occurs on a regular basis.
- 29.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation and agreement has occurred with employee representatives.

Any proposed workplace change that potentially has an impact on a discreet area of the workforce will require consultation and agreement to occur with those affected employees and their employee representative.

- 29.1.5 Employee representatives will be given the opportunity to adequately consult and agree 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.

- 29.1.6 Adelaide Cemeteries Authority commits to meeting all obligations under the applicable industrial instruments, including this agreement, relating to consultation with employees and employee organisations.

### 30. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

#### 30.1 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, employee representative(s) or other nominated representatives on behalf of administrative and operational employees.

In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

#### 30.2 Procedure in Relation to Disputes Arising out of Employment

30.2.1 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.

30.2.2 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 a dispute.

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

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

30.2.5 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 CEO and the relevant employee Representative/Union Officer or any other nominated representative shall seek resolution through the South Australian Employment Tribunal.

- 30.2.6 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.
- 30.2.7 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.
- 30.2.8 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.
- 30.2.9 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.
- 30.2.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

#### **31. 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, personal leave or long service leave.

#### **32. NO EXTRA CLAIMS**

- 32.1 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).
- 32.2 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.
- 32.3 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.

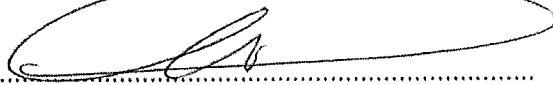
- 32.4 Any proposed discussions about workplace flexibility agreements as per clause 24 of the Agreement must be **consulted upon** and agreed with the relevant union and affected employees.

### 33. VARIATIONS

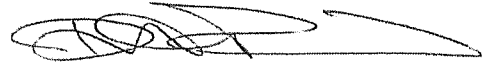
- 33.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the CEO or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 33.2 The parties recognise that the Act permits the Tribunal to vary an Enterprise Agreement.
- 33.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 33.3.1 the implementation of a Workplace Flexibility Agreement; or
  - 33.3.2 any other agreed changes within the workplace.
- 33.4 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:
- 33.4.1 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
  - 33.4.2 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.



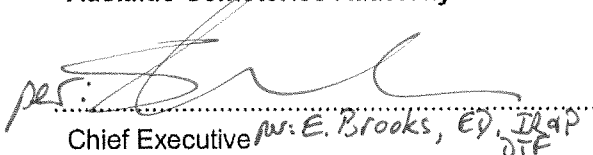
34. SIGNATORIES TO THE AGREEMENT



Chief Executive Officer  
Adelaide Cemeteries Authority



Witness

per: 

Chief Executive  
Department of Premier and Cabinet

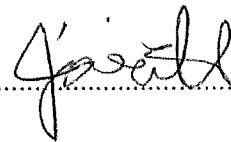


Witness

**JESSIE MONICA O'NEILL**  
A Commissioner for Taking  
AFFIDAVITS in the Supreme  
Court of South Australia



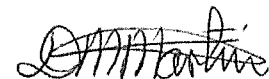
Branch Secretary  
Australian Services Union



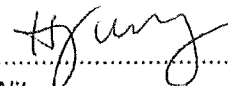
Witness

Assistant Branch Secretary  
Australian Workers Union

Witness



Employee Representative/s  
Adelaide Cemeteries Authority



Witness

Employee Representative/s  
Adelaide Cemeteries Authority

Witness





## APPENDIX 1

### SCHEDULE 1 - **Work Level Definitions** Cemetery Operations

#### **Level 1 Cemetery Employee Grade 1**

Training entry level only.

Level 1 employees work under immediate and close supervision and undertake routine and simple manual tasks requiring little no prior work experience.

At this level, employees would be given either a single or series of simple tasks to be performed under supervision rather than perform whole jobs.

#### **Level 2 Cemetery Employee Grade 2**

Level 2 employees are required to undertake a discrete set of duties using mainly manual skills. Typical duties relate to the cleaning of internal and external surfaces, maintaining the appearance of assets and facilities and/or undertaking deliveries. Manual work is usually performed by hand but there is also a requirement to operate light industrial or funeral industry equipment in order to achieve prescribed work outcomes.

Work routines, schedules and standards are generally clearly defined and work methods are readily learnable on the job. Work procedures are established and minor problems can be solved by reference to written instructions or operating procedures.

Employees at this level are required to use initiative however and work independently to achieve finished work outcomes.

#### **Level 3 Cemetery Employee Grade 3**

Level 3 employees are required to apply acquired skills and knowledge with respect to specific aspects service delivery. Accordingly, there is a correlating requirement to broadly understand burial and cremation processes and procedures.

Manual and organisational work at this level predominantly relates to the setting up of chapels and lounges for services but may also include assisting with the transfer and collection of remains, receiving and unloading coffins and the provision of assistance in the crematorium as required.

Level 3 employees are a focal point for direct client service delivery. Work at this level can be distinguished from level 2 work by virtue of the requirement to regularly interface with funeral industry clients, families and the general public, apply acquired knowledge and respond to customer enquiries and needs.

#### **Level 4 Cemetery Employee Grade 4**

Level 4 employees perform work to an agreed standard in a single discipline or type of activity. At Level 4, employees undertake assigned work on either an individual basis or as a member of a work team.

This is effectively the first level of work for employees undertaking field service operations. Field services can be defined as either cemetery practices (including grave digging and related site preparation), horticultural work (including gardening and grounds maintenance) or operating the cremator and related crematorium equipment (under general guidance and supervision).

Employees engaged in such work are expected to apply increased knowledge and competence with respect to cemetery and/or horticultural practices.

Level 4 employees may also support and assist the work of other team members under general guidance and supervision.

## **Level 5 Cemetery Employee Grade 5**

Level 5 employees perform work to an agreed standard and are multi-skilled across all aspects of cemetery practices.

At Level 5, employees undertake assigned work on either an individual basis or as a member of a work team.

This is effectively the second level of work for employees undertaking field service operations. Employees at this level accept responsibility for achieving agreed work outcomes and undertake trade level work in both:-

- Grave-digging (including site location/identification, dig and backfill using manual techniques and/or mechanical plant, lift and deepen, remove and replace slabs, tablets and related structures).
- And;
- Horticulture (including turf and garden management, landscaping and developing new areas, general gardening practices, planting/seeding pruning and pest and weed control).

Level 5 employees undertaking field service operations are required to either hold or progressively attain appropriate accreditation governing the operation of mechanical plant.

Level 5 is also the level for employees not engaged in field service operations but instead, undertake regular duties utilising trade based experience and competence in a single discipline. Such work would include the commissioning, maintenance and repair of plant, equipment, vehicles and related assets used across the organisation.

Level 5 employees engaged in regular and recognised trade based work are expected to hold, as a minimum, corresponding trade or TAFE qualifications and/or appropriate certification and accreditation.

## **Level 6 Cemetery Employee Grade 6**

Level 6 employees perform work to an agreed standard, are multi-skilled and have significant experience across all aspects of cemetery operations and have either:-

- Completed a formal qualification at the Certificate 3 level or equivalent; or
- Hold full accreditation with respect to the operation of the following:-
  - Back-Hoe
  - Excavator
  - Loader
  - Skid Steer

This is effectively the third level of work for employees undertaking field service operations. Employees at this level accept responsibility for achieving agreed work outcomes and undertake the full range of trade level work in both cemetery and horticultural practices.

Level 6 employees are expected to contribute operational expertise and knowledge gained from formal training to assist in on the job training and guidance for less experienced employees. This assistance may be provided in either cemetery or horticultural aspects of work or on the basis of specific expertise in a particular subject matter.

Consistent with the expertise and qualifications held by Level 6 employees, there is a requirement to contribute to project work and related site development initiatives.

Level 6 is also the level for employees not engaged in field service operations but instead, perform regular duties as the supervising employee in charge of a specific service function. Level 6 employees in this category are required to act with authority with respect to customer service principles, adherence to safe and effective operating procedures and the quality of work undertaken by other employees.

Level 6 is also the level for employees required to regularly apply specialised post-trade knowledge and skills in a metal trades related discipline.

**Level 7****Cemetery Employee Grade 7**

Level 7 employees are primarily engaged in the planning, coordination and day to day management of either a major Authority wide service function or manage the delivery of agreed field service operations to a designated cemetery site.

At this level, employees accept responsibility for work planning and allocation and the achievement of service delivery standards.

Level 7 employees are also accountable for safe and effective service delivery outcomes.

Level 7 employees will contribute expertise and undertake trade based work in any aspect of their operation as required. Employees at this level are responsible for employee training and development and provide leadership with respect to managing performance.

As senior level employees, there is also an expectation to periodically review work programs to ensure service delivery targets can be met. From time to time, employees at this level will be expected to operate as either the leader or member of specific purpose Authority working parties or committees as required.

Level 7 employees may be required to exercise delegated authority with respect to local resource management issues.

## APPENDIX 2: REDEPLOYMENT, RETRAINING AND REDUNDANCY

### Principles

1. The parties acknowledge the following principles that outline the core elements proposed for a retraining and redundancy policy for the Adelaide Cemeteries Authority.
2. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct that are the subject of a specific Commissioner's Guideline (Management of Unsatisfactory Performance (Including Misconduct)). This guideline will apply in the event that an employee declared excess declines to elect an option, participate in this process or refuses a reasonable alternative role.
3. The Adelaide Cemeteries Authority is a dynamic workplace with diversity of skills, capabilities and employees. This policy recognises this diversity and the challenges that the wider economic environment will place on the
  - a. need for increased flexibility towards changing skills sets;
  - b. the retention of existing skills and capabilities over time; and
  - c. managing service delivery within available resources.
4. The Adelaide Cemeteries Authority will manage workforce careers and training to meet current and future service delivery and capability needs within the agency and, wherever possible, limit the use of term contract and labour hire staff.
5. The Adelaide Cemeteries Authority employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring (declared excess employees) will engage in opportunities for retraining and redeployment within Adelaide Cemeteries Authority.
6. If the Adelaide Cemeteries Authority undertakes a restructure/reorganisation it will consult with employees/employee associations and actively case-manage an employee declared excess (refer to "responsibilities section").
7. An employee declared excess will be advised in writing to that effect: considered for vacancies and invited to consider voluntary separation with appropriate payments.
8. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position at the Adelaide Cemeteries Authority after 12 months (since written advice of being declared excess), they may be separated with a suitable payment.
9. An employee who is placed in an ongoing or term/contract employment of no less than 12 months must be formally advised that they are no longer an excess employee. The 12 month period will include the cumulative effect of extensions in the same funded position.

### Responsibilities

10. The Adelaide Cemeteries Authority will:
  - a. Ensure compliance with applicable legislation and industrial instruments (enterprise agreements and awards) and will:
    - i. Consult with employees and employee associations about significant restructuring/reorganisation that is expected to result in fewer roles/positions.
    - ii. Ensure that the use of term contract and labour hire staff is reduced wherever possible.
    - iii. Ensure available roles and vacancies are promoted/advertised and support employees to be redeployed.

- iv. Actively case-manage excess employees to effectively assist in any transition to new roles including:
  - 1. providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;
  - 2. provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups or restructures; and
  - 3. adhere to voluntary separation<sup>1</sup> arrangements and/or release of an employee.
- b. Where an employee has not been able to secure a new role by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a suitable payment.
- c. The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.

## **11. Excess Employees**

- a. Are responsible for actively adapting and developing their skills including:
  - i. Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. seek the assistance of the People and Culture team; or seek an invitation for an early separation payment.
  - ii. Co-operating with the Adelaide Cemeteries Authority in participating in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
  - iii. Work with the People and Culture team or nominated external service provider who is allocated to assist with a restructure, including counselling; skills and capability development; and consideration of opportunities within the Adelaide Cemeteries Authority.
  - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (with appropriate training)
- b. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to an Adelaide Cemeteries Authority employee

## **12. Application of separation payments**

- a. An applicable voluntary separation arrangement<sup>1</sup> must be offered to an excess employee if they haven't been successful in gaining an alternative ongoing position within the first 3 months of being declared excess (date of written notice).
- b. Where an employee declared excess identifies a preference for retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quantum of any future invitation to accept a separation package will be reduced:
  - i. period of more than 3 months and up to 6 months 50% reduction;
  - ii. period of greater than 6 months and up to 9 months – 75% reduction.

The CEO must notify the union/s at least three months prior the employee being due to reach the end of the 12 months of being excess.

Excess employees may be separated with a suitable package in the event that they are unable to be placed at the end of 12 months.

The parties to this Enterprise Agreement agree that this Appendix in relation to, Redeployment, Retraining and Redundancy will apply as policy to the parties bound as defined in Clause 4 of this Enterprise Agreement.

1. Department of Treasury and Finance Guidelines Targeted Voluntary Separation Packages - April 2018: A minimum payment of 10 weeks' pay, plus 2 weeks payment for each completed year of service, with a maximum payment of 52 weeks' pay.

# APPENDIX 3

## Salaried Schedule Administration

Classification ASO equivalent	Step	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
ASO-1	1	42,230	43,730	45,230	46,730
	2	43,300	44,800	46,300	47,800
	3	44,474	45,974	47,474	48,974
	4	45,549	47,049	48,549	50,049
	5	46,620	48,120	49,620	51,120
	6	47,791	49,291	50,791	52,291
ASO-2	1	50,815	52,315	53,815	55,315
	2	52,909	54,408	55,908	57,408
	3	55,002	56,503	58,003	59,503
ASO-3	1	59,182	60,681	62,181	63,681
	2	61,272	62,771	64,271	65,771
	3	63,367	64,868	66,368	67,868
ASO-4	1	67,635	69,135	70,635	72,135
	2	69,199	70,699	72,199	73,699
	3	70,761	72,262	73,762	75,262
	4		72,616	74,116	75,616
ASO-5	1	75,430	77,230	79,030	80,830
	2	78,315	80,115	81,915	83,715
	3	81,409	83,209	85,009	86,809
	4	84,496	86,297	88,097	89,897
ASO-6	1	87,384	89,184	90,984	92,784
	2	90,063	91,863	93,663	95,463
	3	92,743	94,543	96,343	98,143
ASO-7	1	96,459	98,259	100,059	101,859
	2	99,271	101,071	102,871	104,671
	3	101,937	103,737	105,537	107,337
	4	104,706	106,507	108,307	110,107
ASO-8	1	108,705	110,505	112,305	114,105
	2	110,857	112,658	114,458	116,258
	3	113,013	114,813	116,613	118,413
MAS 1	1	94,805	96,605	98,405	100,205
MAS 2	1	106,755	108,555	110,355	112,155
MAS 3	1	115,067	116,867	118,667	120,467



# APPENDIX 4

## Wages Schedule Adelaide Cemeteries Authority Operational Employees

Grade	Step	Current (per week)	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
1	1	889.08	928.50	957.30	986.10
2	1	910.40	939.20	968.00	997.00
	2	921.06	949.90	978.70	1008.10
3	1	931.83	960.60	989.40	1019.40
	2	942.70	971.50	1000.60	1030.60
4	1	953.05	981.80	1011.30	1041.60
	2	963.92	992.80	1022.60	1053.30
5	1	977.39	1006.70	1036.90	1068.00
	2	988.15	1017.70	1048.20	1079.60
6	1	1,003.23	1033.40	1064.40	1096.30
	2	1,015.29	1045.90	1077.30	1109.60
7	1	1,049.11	1080.70	1113.10	1146.50

## APPENDIX 5

### ALLOWANCES

#### A4.1 Exhumation Allowance

An employee is entitled to receive an exhumation allowance whenever the employee performs an exhumation.

An exhumation is a process initiated by the legal authorities of the Attorney General and the approved interested party, and is the disinterment of non-cremated human remains from a grave or vault, requiring an employee to enter the grave or vault to remove as much non-cremated remains (including the coffin) intact as is practicable. An employee also participates in the process of an exhumation where the employee must personally handle human remains in the exhumation procedure as described above. The Cemetery Regulations 1995 requires an exhumation if less than six years have elapsed since the remains were interred.

The exhumation allowance per employee shall be:

- \$376.32 per exhumation from the first pay period on or after 1 October 2017;
- \$387.61 per exhumation from the first pay period on or after 1 October 2018; and
- \$399.24 per exhumation from the first pay period on or after 1 October 2019.

#### A4.2 Lift and Deepen Allowance

An employee is entitled to receive a Lift and Deepen allowance whenever the employee performs work a lift and deepen procedure.

This procedure is distinct from an exhumation in that it is performed at the request of the person with authority over the grant in order to accommodate further burials within an existing gravesite. Unlike an exhumation, a lift and deepen can only occur after six years has elapsed from the date of the last burial in the grave site (or at such longer period as prescribed by the cemetery authority), and is the disinterment of the remains from a grave, wherein an authorised employee must physically recover the remains from a grave and reinterred the remains into the same grave at a greater depth.

The allowance payable is as follows:

<i>Age of grave since last burial (years)</i>				
Lift and Deepen allowance payable from the first pay period on or after	<i>6 but less than 10</i>	<i>10 but less than 25</i>	<i>25 but less than 50</i>	<i>50+</i>
1 October 2017	\$188.16	\$61.03	\$40.60	\$20.33
1 October 2018	\$193.80	\$62.86	\$41.82	\$20.94
1 October 2019	\$199.62	\$64.75	\$43.07	\$21.57

This table does not preclude the Head of Operations, Infrastructure and Environment or his delegate awarding a higher allowance across any category of a single task if deemed unpleasant and offensive.

#### A4.3 Mausoleum Internment

An employee is entitled to receive a Mausoleum Internment allowance whenever the employee performs an internment in the Mausoleum.

The allowance is in recognition of the specialised skills required for undertaking above ground internment crypts in the Mausoleum. The allowance payable is as follows:

- \$62.73 per occasion from the first pay period on or after 1 October 2017; and
- \$64.61 per occasion from the first pay period on or after 1 October 2018.
- \$66.54 per occasion from the first pay period on or after 1 October 2019.

#### **A4.4 Acting Team Leader allowance**

An employee who is required to act as a Team Leader shall be paid the Team Leader rate for the hours worked at the higher rate.

#### **A4.5 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:

- \$15.85 per week from the first pay period on or after 1 October 2017;

Apply increase reflective of the Public Service Award on or after 1 October 2018 and 1 October 2019.

#### **A4.6 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:

- \$20.04 per occasion

#### **A4.7 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):  
97 cents per km; and
- For motor cycles:  
37 cents per km.

#### **A4.8 Rain Allowance**

Any operational worker who is directed to work in the rain by a Team Leader, Cemetery Coordinator or Manager, will be paid time and a quarter for time worked in the rain.

#### **A4.9 Wet Surface**

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.

All employees will receive an annualised allowance equivalent to:

- \$6.77 per week from the first pay period on or after 1 October 2017;
- \$6.97 per week from the first pay period on or after 1 October 2018; and
- \$7.18 per week from the first pay period on or after 1 October 2019.

## APPENDIX 6

### INJURY AND INCOME PROTECTION POLICY

- 1.1 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

#### 2. FUNDING ARRANGEMENTS

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

#### 3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the [Chief Executive/Executive Director] or delegate.
- 3.2 In administering this policy the [Chief Executive/Executive Director] shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

#### 4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means [Chief Executive/Executive Director] or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

#### 5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of a n y service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must—
- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (b) without limiting paragraph (a)—
    - (i) participate and cooperate in the establishment of a recovery/return to work

plan; and

- (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
- (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

## 6. RETURN TO WORK commitment

### 6.1 Whereas:

- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## 7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

### 7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
  - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
  - ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
  - iii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence; or
  - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already

- covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:
- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
  - (b) A redemption of 7.4(a).
8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015
- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
- (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014*; and
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (d) have not made a return to work within the meaning of the *Return to Work Act 2014*;
- will be provided on the following basis:
- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act 2014*.
9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)
- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
- Or
- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support

provided pursuant to the *Return to Work Act* 2014 has been exhausted.

- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
    - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

## 10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act* 2014; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and*

*Compensation Act 1986 or the Return to Work Act 2014; or*

- (e) Retires, resigns or is terminated from employment; or
- (f) Is in receipt of income or other financial benefits in lieu of wages; or
- (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

- 10.3 If a worker applies for and takes a period of annual or long service leave, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

**11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES**

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.

- 11.2 The worker may then claim 'out of pocket' costs against this policy for:

- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
- (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
- (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.





13 February 2019



Commissioner McMahon  
South Australian Employment Tribunal  
PO Box 3636  
RUNDLE MALL SA 5000

BY EMAIL ONLY: [saet@sa.gov.au](mailto:saet@sa.gov.au)

Dear Commissioner

**RE: 5300/2018 – Application for approval of the Adelaide Cemeteries Authority Enterprise Agreement 2018**

We act on behalf of the Australian Workers Union in relation to the above matter. We note this matter is listed for hearing on 22 February 2019.

The Union has notified the Commission that it objects to the approval of the agreement.

Notwithstanding this, we confirm the Union does not contend the agreement is incapable of approval by the Commission pursuant to section 79(1) of the *Fair Work Act 1994* ("the Act").

The basis of the Union's objection is that the agreement covers both outdoors staff and administrative staff who were previously covered by separate enterprise agreements. The Union is concerned these two cohorts have distinct organisational and industrial interests which may not be adequately represented in a single enterprise agreement. The Union notes that only a minority of the outdoors staff voted in favour of this agreement.


The Union respectfully brings this to the attention of the Commission so that the Commission is fully informed of the context of any industrial dispute which may arise in relation to this matter in the future. The Union foreshadows that it may seek directions pursuant to section 76A(3) of the Act in the course of future enterprise bargaining.

We confirm that the Union does not otherwise seek to be heard on the approval of the agreement. We therefore respectfully request that the matter be dealt with on the papers.

Please let us know if you would be assisted by any further information.

Yours faithfully

LIESCHKE & WEATHERILL

Per: 

ANGAS OEHME