

**CENTENNIAL PARK AND AWU  
ENTERPRISE BARGAINING AGREEMENT  
NO. 5, 2002**

**File No. 2757 of 2002**

**This Agreement shall come into force  
On 1 April 2002 and have a life  
Extending until 31<sup>st</sup> March 2004**

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

DATED THIS \*\* DAY

OF \*\*\* 2002

ENTERPRISE AGREEMENT  
COMMISSIONER

# **CENTENNIAL PARK/AUSTRALIAN WORKERS UNION ENTERPRISE BARGAINING AGREEMENT No. 5, 2000/2**

This Certified Agreement is made in pursuance of Chapter 3, Part 2 of the Industrial and Employees Relations Act 1994, this \*\* Day of \*\*\* 2000, between Centennial Park Cemetery Authority and the AWU (Greater SA Branch).

## **CLAUSE 1 – TITLE**

This Enterprise Agreement shall be known as the Centennial Park and AWU Enterprise Bargaining Agreement No. 5, 2002.

## **CLAUSE 2 – ARRANGEMENT**

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2. Arrangement
3. Scope and Persons Bound
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9. Continuous Improvement
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17. Hours Flexibility
18. Roster and Saturday Work
19. Notification of Illness
20. Wages
21. Saturday Penalty Rates
22. Work on Additional Saturdays – Sick Leave Coverage (swapped order with 22)
23. Annualised Salaries
24. Bonus Scheme
25. Salary Sacrifice - Superannuation
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27. Dispute Settlement Procedure
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29. Consultative Mechanism
30. Renegotiation of Agreement
31. Signatories

### **CLAUSE 3 – SCOPE AND PERSONS BOUND**

This Enterprise Agreement shall be binding upon the Centennial Park Cemetery Authority (The Authority), and the Australian Workers Union Greater South Australian Branch (the Union) and the employees of the company whose contract of employment is otherwise covered by the terms and conditions of the Cemetery Employees Award.

### **CLAUSE 4 – DEFINITIONS**

“**Agreement**” shall mean the Centennial Park Cemetery Authority and AWU Enterprise Agreement 2002.

“**Awards**” shall mean the Cemetery Employees Award.

“**CEA**” shall mean South Australian Cemetery Employees Award.

“**Consultation**” shall mean the opportunity for the views of employees to be considered prior to a final decision being taken.

“**Continuous Improvement**” shall mean the process applied to the ongoing identification, review and implementation of improved work and management practices to enable the delivery of value and quality to our customers.

“**Employer**” shall mean the Centennial Park Cemetery Authority.

“**Parties**” shall mean the Centennial Park Cemetery Authority (as the employer), the Australian Workers Union, Greater SA Branch and all employees bound by the provisions of this Agreement.

“**The Authority**” shall mean the Centennial Park Cemetery Authority.

“**Union**” shall mean the Australian Workers Union, Greater SA Branch.

### **CLAUSE 5 – LOCALITY**

This Enterprise Agreement will apply to the Goodwood Road, Pasadena Site, South Australia.

### **CLAUSE 6 – COMMENCEMENT AND DURATION**

This Agreement will come into force on the day of certification and will expire on 31<sup>st</sup> March 2004.

### **CLAUSE 7 – RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read in conjunction with the CEA.

If there is any inconsistency between the terms and conditions of this Enterprise Agreement and those in the CEA, the provisions of this Enterprise Bargaining Agreement will prevail.

## **CLAUSE 8 – OBJECTIVES OF ENTERPRISE AGREEMENT**

The Authority, the employees and the Union have entered into this Agreement with the objective of providing an improved service to the public, who are demanding and requiring the Park's services on a Saturday. This Agreement will provide a framework in which the parties may pursue these objectives in a consultative fashion and for each party's mutual benefit.

## **CLAUSE 9 – CONTINUOUS IMPROVEMENT**

Continuous improvement processes are the keys to the ongoing success of the Authority. To achieve improvements in the business operations, the following obligations of the parties will be adhered to:

- Recognition of the need for commitment to change to achieve the effective improvements on productivity and competitiveness, which ultimately leads to a sustainable level of job security for employees.
- The development and nurturing of an inclusive workplace culture.
- Further developing and supporting a flexible workforce and organisational structure committed to the continued improvement and ongoing success of the Authority.
- The need to maintain mutual trust and communication throughout the Authority.

## **CLAUSE 10 – CONSULTATION CLAUSE**

The Authority's management will consult at an early stage with employees who may be significantly affected by the introduction of change.

Consultation, in the above context requires the opportunity for views from employees to be considered prior to the final decision being taken in respect of the change.

All parties shall consider practical ways of mitigating the adverse affects of the change on employees through dialogue. Without limiting the range of options for consideration the discussions may cover transferring to alternative available work and re-training. Agreed training shall be made available to assist in the redeployment of employees to a changed position.

## **CLAUSE 11 – EMPLOYMENT SECURITY**

There shall be no forced redundancies as a result of any change process either internally or through arrangements with other organizations during the life of this Agreement. Natural attrition, redeployment and voluntary redundancies will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.

Training will be made available to assist in re- deployment or appointment to a changed position.

Where an employee is re-deployed to apposition carrying a lower classification, their pre-transfer wage will be maintained for a period of one year. At the conclusion of that one year period the employee will be reclassified in accordance with the new position.

Where positions are identified as redundant, the employee may seek a voluntary separation package on the following terms:

- Eight weeks notice of termination to be taken as payment in lieu.
- Four weeks of severance pay for each year of continuous service with the Centennial Park Cemetery Authority.

## **CLAUSE 12 – OCCUPATIONAL HEALTH AND SAFETY DRAFT CLAUSE**

The parties to this Agreement recognise the benefit to employees and to the Authority of having prevention strategies in place which minimise the human and financial cost of workplace injuries and illness.

It is agreed that the exempt employer performance standards are appropriate benchmarks for the Authority and for any business tendering for work with the Authority.

The Authority is committed to maintaining the highest standard of Occupational, Health and Safety.

## **CLAUSE 13 – PERFORMANCE APPRAISAL**

The Authority's Performance Appraisal Policy shall continue to apply during the life of this Agreement.

Changes to the Authority's Performance Appraisal Policy shall only be made in consultation with the parties to this Agreement.

## **CLAUSE 14 – TRAINING AND DEVELOPMENT**

The Authority is dedicated to providing appropriate Training And Development to enable employees to operate effectively in the performance of their jobs.

The Authority will further develop a Training and Development Plan to ensure clear linkages and appropriate levels of integration between the Performance Appraisal process and the employee Training and Development Plan.

The Authority will ensure that all employees have a fair and equitable chance to attend training programs based on strategic and corporate objectives and outcomes of the Training and Development Plan and Performance Appraisal process.

## **CLAUSE 15 – SATURDAY DUTIES AND RESPONSIBILITIES**

Saturday duties will only include work that is included within existing job descriptions, work practises and the tasks defined within the Cemetery Employees Award.

## **CLAUSE 16 – SPAN OF HOURS**

Ordinary hours of work will be 38 hours per week, or 8 hours per day to be worked Monday to Saturday inclusive between the hours of 5.00am and 7.00pm.

## **CLAUSE 17 – HOURS FLEXIBILITY**

- (a) In specific circumstances and following appropriate consultation an employee may by mutual agreement agree to work ordinary hours other than the standard 8 hour day currently worked.
- (b) Subject to the provisions of Clause 11 of this Agreement flexible working hours shall operate with the span of hours, 5.00am to 7.00pm (Monday to Friday), and not exceed 9.5 hours per day.
- (c) All additional hours worked to a maximum of 9.5 hours a day will be banked hour for hour and will not accrue the penalty rates provided in the Award. All work in excess of 9.5 hours a day will attract overtime payments in accordance with the Award provisions.
- (d) Hours banked under the provision of this Clause shall be credited to the employee on an hour for hour basis and be deducted from future requirement of working ordinary hours. The additional time banked in lieu may be used as part of the regular 152 hour four weekly cycle, or may be banked and accumulated to be taken at a mutually agreeable time at a later date.
- (e) Under this Clause, employees may go into credit to a maximum of 38 hours “flexi time” before being required to reduce their accrued hours banked. This applies only to “flexi time”. Note that accrued time off in lieu (TOIL), roster leave and rostered days off will be recorded as “flexi time”. This clause does not apply to annual, long service leave or sick leave.
- (f) Where an employee exceeds the 38 hours credit, the Supervisor/Team Leader/Manager will have the capacity to direct an employee to reduce their accrued hours within reasonable timeframes.
- (g) An employee’s accrued flexi-time must be cleared by June 30<sup>th</sup> each year.

## **CLAUSE 18 – ROSTERS AND SATURDAY WORK**

The ordinary hours of work described in Clause 10 of this Agreement shall be worked in accordance with a projected roster.

Each employee will be entitled to a minimum of 4 days off duty within each 14 day work period. These days will normally fall on a Saturday or Sunday, however, where a Saturday is worked as part of ordinary hours of duty, the substituted day off is to be taken within the following week at a date to be mutually agreed between the employee and the employer.

Rosters shall be developed in consultation with the employees.

It is anticipated that the roster cycle will include 1 Saturday to be worked in each 5 week period per employee (10 Saturdays per employee per year on average).

Flexibility regarding rostering will be available, however it will only be on an exchange basis with other employees.

Notification of any change to projected rosters must be made in the prescribed form. This notification is to include:

- i) the name of the staff member requesting the change;
- ii) the replacement staff member;
- iii) the dates of the Saturday(s) being requested; and
- iv) the signatures of both applicant and replacement employee.

## **CLAUSE 19 – NOTIFICATION OF ILLNESS**

In the case of inability to attend for duty, especially on a Saturday, an employee must inform the duty manager of such absence as early as practicable and possible. Sick leave on rostered Saturdays will be treated in the same manner as sick leave on Monday to Friday.

## **CLAUSE 20 – WAGES**

Effective 1<sup>st</sup> April 2002: 3% increase to be paid.

Effective 1<sup>st</sup> April 2003: 3% increase to be paid.

## **CLAUSE 21 – SATURDAY PENALTY RATES**

All work performed on a Saturday as part of ordinary hours shall attract either:

- a) A penalty payment of 50% in addition to the normal hourly rate for 3.8 hours (half a day), plus  
3.8 hours time off in lieu of overtime (half a day), or
- b) A penalty payment of 100% in addition to the normal hourly rate for 7.6 hours (full day).

Penalty payments are to be annualised in accordance with the provision of Clause 15 of this Agreement.

## **CLAUSE 22 – WORK ON ADDITIONAL SATURDAYS – SICK LEAVE COVERAGE**

Where an employee is asked to work additional Saturdays (additional to the 10 prescribed), for the purposes of covering sick leave on a Saturday, the employee shall receive overtime in accordance with prevailing award conditions.

## **CLAUSE 23 – ANNUALISED SALARIES**

For the purpose of this Clause, annualised salaries have been calculated according to the attached Appendix 1.

## **CLAUSE 24 – BONUS SCHEME**

The Authority will continue to pay an annual \$400 Christmas bonus to AWU staff.

## **CLAUSE 25 – SALARY SACRIFICE – SUPERANNUATION**

Employees are entitled to deem, ie., salary sacrifice part of their salary for the purposes of superannuation. The level of deemed superannuation will;

- Be by mutual agreement,
- Be in accordance with the rules of Local Superannuation, and
- Employees may only nominate an amount up to and including the current award rate.

## **CLAUSE 26 – COMMITMENT TO REVIEW CLASSIFICATIONS**

During the life of this agreement, all parties are committed to reviewing the existing position classifications with a view to producing a revised classification structure for AWU employees at Centennial Park.

## **CLAUSE 27 – DISPUTE SETTLEMENT PROCEDURE**

The parties will observe the dispute settlement procedure as provided in Clause 3.2 of the Cemetery Employees Award (attached as Appendix 2).

## **CLAUSE 28 – FAMILY/PERSONAL LEAVE**

Centennial Park acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates at Centennial Park.

In order to achieve these goals there will be no change in the current sick leave entitlement (nor the accrual of sick leave from year to year), for the employees, but the method of sick leave use will be extended to include Personal Leave.

Personal Leave of up to 5 days per year will incorporate leave for employees who require time away from work for sickness for their immediate family or for urgent personal or family needs.

None of the foregoing Clause shall prevent the Chief Executive Officer from exercising his discretion to approve more than the prescribed 5 days leave where warranted by the circumstances and where the accumulated sick leave entitlements permit.



## **CLAUSE 29 – CONSULTATIVE MECHANISM**

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

### **SINGLE BARGAINING UNIT**

**The Single Bargaining Unit shall consist of:**

- i) Employer representatives employed and/or nominated by the Centennial Park Cemetery Authority;
- ii) Employee representatives elected by the employees who are covered by this Agreement and include members of the Australian Workers Union;
- iii) The State Secretary of the Australian Workers Union Greater South Australian Branch (or their nominee), who shall be a member of the Committee as required.

**The role of the Single Bargaining Unit 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; and
- iii) To provide a forum for information flow between the employer and employees.

## **CLAUSE 30 – RENEGOTIATION OF AGREEMENT**

The parties will review and renegotiate this Enterprise Agreement six months prior to its expiration.

