# CENTENNIAL PARK CEMETERY AUTHORITY AND CEMETERY EMPLOYEES AWARD ENTERPRISE BARGAINING AGREEMENT NO.9 2011

File No. 252 of 2012

This Agreement shall come into force on and from 6 February 2012 and have a life extending for a period of until 30 June 2013.

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

DATED 6 FEBRUARY 2012.







## CENTENNIAL PARK CEMETERY AUTHORITY AND CEMETERY EMPLOYEES AWARD ENTERPRISE BARGAINING AGREEMENT

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### PART 1: APPLICATION AND OPERATION OF AGREEMENT

### Clause 1 - Title

This Enterprise Agreement shall be known as the Centennial Park Cemetery Authority and Cemetery Employees Award Enterprise Bargaining Agreement No. 9 2011

### Clause 2 - Definitions

- "Agreement" shall mean the Centennial Park Cemetery Authority and Cemetery Employees Award Enterprise Bargaining Agreement No.9 2011.
- "Authority" shall mean Centennial Park Cemetery Authority.
- "Award" shall mean the Cemetery Employees Award.
- "Consultation" shall mean the opportunity for the views of the parties to be considered prior to a final decision being taken.
- "Employees" shall mean persons employed by the Authority whose contract of employment is otherwise covered by the terms and conditions of the Award.
- "Employer" shall mean the Authority.
- "Flexibility" shall mean the removal of artificial demarcations and unreasonably restrictive working and management practices which improve flexibility in work practices, whereby the Authority may instruct or direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- "Flexible Work Arrangements" shall mean mutually agreed alteration to the start and/or finish time of a working day within the "span of hours", whilst maintaining the contracted hours per payroll fortnight.
- "Parties" shall mean the Authority (as the employer), the Australian Workers Union, Greater SA Branch and all employees bound by the provisions of this Agreement.
- "Redeployment" shall mean the transfer of an employee to another position within the Authority. The position may be at a lower or the same classification than their substantive position.
- "Union" shall mean the Australian Workers Union, Greater SA Branch.

### Clause 3 – Scope and Persons Bound

This Enterprise Agreement shall be binding upon the Authority, the Union and the employees of the Authority whose contract of employment is otherwise covered by the terms and conditions of the Cemetery Employees Award.

### Clause 4 – Period of Operation

This Agreement will come into force on the day of certification and will expire on 30<sup>th</sup> June 2013.

### Clause 5 – Relationship to Parent Award

This Agreement shall be read in conjunction with the Award.

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

### Clause 6 – Locality

This Enterprise Agreement will apply to the Goodwood Road, Pasadena site, South Australia and any other facilities managed by the Authority.

### Clause 7 – Objective of Enterprise Agreement

The Authority, the employees and the Union have entered into this Agreement with the objective of providing improved services to stakeholders. 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 8 – Continuous Improvement

Continuous improvement processes are the keys to the ongoing success of the Authority. All parties are committed 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 in 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 9 - No Further Claims

The Union undertakes that for the life of this Agreement, other than increases set out in Clause 23, there shall be no further increases.

### PART 2: CONSULTATION AND DISPUTE RESOLUTION

### 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.

### Clause 11 - Consultative Mechanism

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

### ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

### The Enterprise Agreement Consultative Committee (EACC) shall consist of:

- i) Up to three (3) members of the Management Team.
- ii) Up to three (3) employee representatives of which one will be an Union workplace representative
- iii) An industrial organiser of the Union, who shall be a member of the Committee as required.
- iv) Relevant external parties may be invited to attend meetings as required.

### The role of the EACC shall be:

- i) Negotiate an Agreement;
- ii) To reach decisions by consensus. All decisions will operate as recommendations to the parties they represent;
- iii) To consider reports and ideas generated by employee and employer representatives on a range of issues; and
- iv) To provide a forum for information flow between the employer and employees, and distribute minutes of its meetings together with regular Bulletins. Members of the EACC will make themselves available to employees for the purpose of receiving and providing information.
- v) Consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of negotiations.
- vi) Assist in resolving any disputes arising out of the operation of the Agreement.

### Clause 12 - Renegotiation of Agreement

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

### Clause 13 – Dispute Settlement Procedure

The parties will observe the dispute settlement procedure as provided in Clause 3.2 of the Cemetery Employees Award.

### PART 3: EMPLOYMENT RELATIONS AND SECURITY

### Clause 14 – Employment Security

- 14.1 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other organisations during the life of 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.
- 14.2 Without limiting the range of options for consideration redeployment discussions may cover transferring to alternative available work and retraining. Training will be made available to assist in redeployment or appointment to a changed position.
- 14.3 Where an employee is redeployed to a position carrying a lower classification, and their substantive position has been declared redundant the employee will be entitled to a separation package or 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.
- 14.4 Where positions are identified as redundant, and the employee elects to take a voluntary separation package the following terms will apply:
  - 14.4.1 Eight weeks notice of termination to be taken as payment in lieu.
  - 14.4.2 Four weeks of severance pay for each year of continuous service with the Authority.
  - 14.4.3 Subject to 14.4.1 and 14.4.2 the maximum entitlement per individual employee will be limited to 104 weeks.
- 14.5 As part of the voluntary redundancy process assistance of a financial adviser nominated by the Authority and funded to the value of \$1,000 will be provided on the production of a receipt.

### **PART 4: LEAVE**

### Clause 15 - Sick Leave

- 15.1 An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.
- 15.2 Subject to 15.3, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.
- 15.3 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the employer.

### Clause 16 - Carer's Leave

Carer's leave shall be as per Clause 7.5 of the Award.

### Clause 17 - Bereavement Leave

- 17.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.
- 17.2 An employee shall be entitled to up to a maximum of four (4) days of paid bereavement leave on each occasion of the death of his/her immediate spouse, father, mother, step mother, step father child or adopted child.
- 17.3 An employee is entitled to up to 2 days bereavement leave on each occasion of the death of a father and mother of spouse, brother, sister, grandparents, grandchildren or any household member.
  - Proof of such death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 17.4 An employee may take unpaid bereavement leave by agreement with the employer.

### Clause 18 - Paid Parental Leave

18.1. This clause shall be read in conjunction with the Award.

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

18.1.1 The employee has completed a minimum qualifying period of twelve months continuous service with the Authority immediately preceding the expected date of birth at the time of taking the leave.

- 18.1.2 The employee shall be granted two weeks paid parental leave for each completed year of continuous service up to a maximum of eighteen weeks.
- 18.1.3 The employee will be paid a parental leave payment in accordance with legislation and a further payment provided by the Authority on a 'top up' basis to their normal weekly rate of pay immediately preceding the date of commencement of the leave.
- 18.1.4 The employee shall accrue leave entitlements for the period top-up payments are made by the Authority.
- 18.1.5 Periods of paid parental leave under this Clause are not in addition to unpaid parental leave provided for in the Award.
- 18.1.6 The partner of a primary care giver shall be eligible to take a period of paid parental leave for a continuous period of two weeks, in accordance with the following provisions:
  - 18.1.6.1 The employee has completed a minimum qualifying period of twelve months continuous service with the Authority immediately preceding the expected date of birth at the time of taking the leave or in accordance with the legislation from January 2013.
  - 18.1.6.2 The employee is not eligible for the government-funded paid parental leave scheme.
  - 18.1.6.3 The employee may nominate the start date of the two week paid parental leave by providing a minimum of 10 weeks' notice of intention to take such leave.
- 18.1.7 Leave accruals shall continue to apply for the period of paid parental leave.

### Clause 18.2 - Paid Paternity Leave

This clause shall be read in conjunction with the Award.

An employee, who produces to the Authority a certificate of a legally qualified medical practitioner which names the employee's partner, states that she is pregnant and specifying the expected date of delivery, shall be granted paternity leave on full pay for a period of two weeks, provided that:

- 18.2.1 The employee has served a minimum qualifying period of twelve months continuous service of employment with the Authority immediately preceding the expected date of birth at the time of taking the leave or in accordance with the legislation from January 2013.
- 18.2.2 The employee provides at least 10 weeks' notice of the intention to take such leave.
- 18.2.3 Any public or other statutory holiday which may fall within the period of two weeks' paid paternity leave shall be counted as a day of such paternity leave.
- 18.2.4 Part-time employees shall be entitled to paid paternity leave on a pro rata basis according to the number of ordinary hours they worked per week in the preceding 12 months.

18.2.5 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, the entitlement to any leave under this clause shall cease.

### Clause 18.3 – Paid Adoption Leave

This clause shall be read in conjunction with the Award.

18.3.1 Entitlement to paid adoption leave shall be consistent with the provisions of paid parental leave as specified in Clause 18.

### **PART 5: WORKING ARRANGEMENTS**

### Clause 19 – Hours of Work

- 19.1. The parties recognise the benefits of flexible working hours and agree that the business needs of the Authority should determine its hours of operation. Operating hours for the purpose of this clause shall be governed by:
  - the organisation's business needs;
  - the business needs of the work area;
  - internal and external customer service requirements;
  - interrelationships (dependency, impact, service) of the work area with other parts of the organisation; and
  - parameters further defined in this clause.

### 19.2 Span of ordinary hours

The ordinary span of hours shall be 5am to 7pm, Monday to Friday, excluding public holidays.

The ordinary working hours will be an average of 38 hours per week, 76 hours per fortnight or 7.6 hours per day.

### 19.3 Flexible Work Arrangements

By mutual agreement employees may participate in flexible work arrangements by adjusting their start and finish times, subject to meeting the operational requirements of Clause 19.1 and Clause 20.1 herein.

### Clause 20 – Rostered Day Off (RDO)

- 20.1 Employees shall work nineteen (19) days per four (4) week work cycle.
- 20.2 Unless otherwise agreed, each employee shall work and accrue an additional 0.4 hours per day (2 hours per week) towards achieving one (1) RDO within each four (4) week work cycle.
  - 20.2.1 RDO's will normally be taken on a Monday, unless otherwise negotiated.
  - 20.2.2 If Monday is a Public Holiday or sick leave day, the RDO will be taken the following day, unless otherwise negotiated.
- 20.3 Rosters shall be published annually.
- 20.4 At the time of signing by the Parties to this Agreement, any flexible hours accrued up to a maximum of 38 hours, under the Centennial Park Cemetery Authority and Cemetery Employees Award Enterprise Bargaining Agreement No. 8 2009 will be expunged by: 20.4.1 Taking 7.6 hours or 1 day each week up to the 1<sup>st</sup> February 2012; and 20.4.2 Any exceptions to the above may be negotiated with the relevant manager.

### Clause 21 - Overtime

Overtime shall be paid in accordance with prevailing award conditions.

### Clause 22 - Planned Retirement Contracts

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

### PART 6: WAGES AND RELATED MATTERS

### Clause 23 – Wages

- 23.1 A list of the wages schedule for this Agreement is provided in *Appendix 1* and *Appendix 2*.
  - **Year One**: Commencing from the first full pay period on or after 1<sup>st</sup> January 2012 a 5.0% increase will be applied.
  - **Year Two:** Commencing from the first full pay period on or after 1<sup>st</sup> July 2012 a 4.0% increase will be applied.
- 23.2 The Authority will annually pay full 24 hour Journey Insurance, which includes all Private Journeys, for all employees covered by this agreement as arranged by the Authority with the Local Government Risk Services.

### 23.3 Allowances:

- 23.3.1 For "lift and deepen" and "re-use" procedures carried out by the Authority's Graves Team, where the time that has elapsed since the last burial exceeds 50 (fifty) years, the allowance payable to the grave digger or grave diggers undertaking the "lift and deepen" or "re-use" will be that provided for the "lift and deepen" or "re-use" process where the last burial took place less than 50 (fifty) years but greater than 25 (twenty five) years ago, as per the table noted in Clause Seven of Schedule Three of the current South Australian Cemetery Employees Award.
- 23.3.2 Notwithstanding the above, the lift and deepen allowance may be increased at the discretion of the Chief Executive Officer, or delegate.
- 23.3.3 The First Aid and Exhumation allowances shall be paid in accordance with the Award.
- 23.3.4 All other allowances have been absorbed within the wage rate in this Agreement.

### Clause 24 - Higher Duties, Jubilee Complex

Casual Chapel Attendants who are required to supervise the day to day operations of the Jubilee Complex, Monday to Friday, will be paid at an agreed higher rate.

The parties agree that this arrangement differs from other teams.

The parties acknowledge that this arrangement may alter if, during the life of this agreement, the organisational structure or Team structures change.

### Clause 25 – Superannuation

- 25.1 The Local Government Superannuation Fund (Local Super) shall remain the Employer's choice of fund to 31 December 2011.
- 25.2 From 1 January 2012 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.
- 25.3 Where an Employee does not make a choice of fund, Local Super shall be the Employer's default fund.

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

### Clause 26 – Salary Sacrifice – Superannuation

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

- 26.1 All such requests will be initiated by the employee in writing and will detail the percentage of salary to be sacrificed. All requests require the approval of the CEO.
- 26.2 The terms and conditions of the arrangement shall not, when viewed objectively, be less favourable than the entitlements otherwise available to the employee under the award.
- 26.3 All salary sacrificed superannuation contributions are Deemed Contributions and treated as preservable employer contributions, therefore no benefit will be available until the employee is permanently retired after the relevant preservation age.
- 26.4 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.
- An employee may elect to vary their salary sacrificing arrangements once per year. Any additional changes may be made by agreement with the CEO. An employee may apply to enter or withdraw from a salary sacrificing arrangement at any time.
- 26.6 As salary sacrifice is a complex matter, it is the responsibility of the Employee to obtain competent financial advice and to ensure that they fully understand all implications of salary sacrifice before entering into arrangements under this clause.

### **PART 7: MISCELLANEOUS**

### Clause 27 – Occupational Health, Safety & Welfare

The Authority is committed to maintaining the highest standard of Occupational, Health, Safety and Welfare (OHS&W).

All parties shall give their full co-operation to the achievements of high standards of OHS&W by ensuring strict compliance with all relevant Acts, Regulations, and Authority Policies and Procedures.

### Clause 28 - Performance Development and Review

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

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

### Clause 29 - Learning 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 Learning and Development Plan (L&D Plan) to ensure clear linkages and appropriate levels of integration between the PDR process and the employee L&D 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 L&D Plan and PDR process.

### Clause 30 - Classification Structure

The parties agree that a classification review committee will be established. An agreed Classification Structure will be implemented within six months from the commencement of the Agreement.

The new classification structure shall include a "Cemetery Employee" position, with a specific classification and position description, which will incorporate all the tasks performed across the operations as covered by this Agreement.

Multi-skilling will no longer apply upon the adoption of an agreed classification structure.

All staff currently participating in multi-skilling will be given an opportunity to transfer to the "Cemetery Employee" classification and position description as defined under the agreed classification structure, once adopted.

Selection of employees for any additional "Cemetery Employee" positions will be based on the Authority's Recruitment and Selection Policy with all vacant positions advertised both internally and externally.

### Clause 31 - Trade Qualification

The parties acknowledge that a trade qualification is beneficial to both the employer and employee, and is the desired minimal qualification for employees of the Authority.

The Authority is committed to supporting employees who do not currently possess a relevant trade qualification in undertaking training and study to gain a relevant qualification.

The parties will establish over the life of this Agreement the criteria for eligible employees, qualification options and preferred service providers to deliver relevant education programs.

### Clause 32 – Signatories

### THIS AGREEMENT is made at

<b>DATED</b> this	day of		2012
SIGNED ON BEHALF OF THE	CENTENNIAL PAR	RK CEM	ETERY AUTHORITY BY:
EVA SALIB ACTING CHIEF EXECUTIVE (		)	/2012
 Witness			/2012
SIGNED FOR AND ON BEHAL THE AUSTRALIAN WORKERS		)	
BRANCH SECRETARY In the presence of:		)	/2012
 Witness			/2012

### Appendix 1: January 2012 to June 2012

Classification	Current Base Rate (ex Sat)	Annual (ex	Christmas Bonus (Once Off)	Annual (Ex Sat)+ Bonus	Increase 5.0%	New Base Rate (Ex Sat) Jan 2012 - June 2012
Level 1	794.73	41,325.96	400.00	41,725.96	43,812.26	842.54
Level 2	807.68	41,999.36	400.00	42,399.36	44,519.33	856.14
Level 3	837.67	43,558.84	400.00	43,958.84	46,156.78	887.63
Level 4 & Base Leading Hand	854.65	44,441.80	400.00	44,841.80	47,083.89	905.46
Base Team Leader	872.48	45,368.96	400.00	45,768.96	48,057.41	924.18
Leading Hand 1	932.26	48,477.29	400.00	48,877.29	51,321.16	986.95
Leading Hand 2	961.09	49,976.59	400.00	50,376.59	52,895.42	1,017.22
Team Leader	971.96	50,541.81	400.00	50,941.81	53,488.90	1,028.63
Level 3 Cemetery Employee	862.67	44,858.84	400.00	45,258.84	47,521.78	913.88
Level 4 Cemetery Employee	879.65	45,741.80	400.00	46,141.80	48,448.89	931.71

### Appendix 2: July 2012 – June 2013

Classification	Annual	Increase	Base Rate
		4%	
Level 1	43,812.26	45,564.75	876.25
Level 2	44,519.33	46,300.10	890.39
Level 3	46,156.78	48,003.05	923.14
Level 4 & Base Leading Hand	47,083.89	48,967.25	941.68
Base Team Leader	48,057.41	49,979.70	961.15
Leading Hand 1	51,321.16	53,374.00	1,026.42
Leading Hand 2	52,895.42	55,011.24	1,057.91
Team Leader	53,488.90	55,628.46	1,069.78
Level 3 Cemetery Employee	47,521.78	49,422.65	950.44
Level 4 Cemetery Employee	48,448.89	50,386.85	968.98