

**METROPOLITAN CEMETRIES BOARD AGENCY SPECIFIC  
AGREEMENT 2007**

**PSAAG 17 of 2007**

## **1 TITLE**

This Agreement shall be known as the Metropolitan Cemeteries Board Agency Specific Agreement 2007 and replaces the Metropolitan Cemeteries Board Agency Specific Agreement 2005.

## **2 ARRANGEMENT**

1. Title
2. Arrangement
3. Definitions
4. Purpose of Agreement
5. Application and Parties Bound
6. Term of Agreement
7. No Further Claims
8. Dispute Settlement Procedure
9. Hours
10. Workplace Flexibility Allowance
11. Exhumation Allowance
12. Signature of Parties

Schedule 1 - Workplace Flexibility Allowance  
Schedule 2 - Exhumation Allowance

## **3 DEFINITIONS**

3.1 For the purposes of this Agency Specific Agreement the following definitions shall apply.

“Agency” means the Metropolitan Cemeteries Board.

“Agency Specific Agreement” means the Metropolitan Cemeteries Board Agency Specific Agreement.

“Award” means the Government Officers Salaries, Allowances and Conditions Award 1989.

“Employee” means government officer within the meaning of the Industrial Relations Act 1979, and covered by the General Agreement, employed by the Employer.

“Employer” means the Chief Executive Officer of the Metropolitan Cemeteries Board.

“General Agreement” means the Government Officers Salaries, Allowances and Conditions General Agreement 2006 or its replacement.

“Union” means The Civil Service Association of Western Australia Incorporated.

“WAIRC” means the Western Australian Industrial Relations Commission.

## **4 PURPOSE OF AGREEMENT**

The parties agree that the purpose of this Agency Specific Agreement is to provide for employment conditions specific to the Agency in accordance with clause 9 of the General Agreement.

## **5 APPLICATION AND PARTIES BOUND**

- 5.1 The parties bound by this Agency Specific Agreement are The Civil Service Association of Western Australia Incorporated and the Chief Executive Officer of the Metropolitan Cemeteries Board.
- 5.2 This Agency Specific Agreement does not replace the General Agreement.
- 5.3 This Agency Specific Agreement shall apply to all employees who are members or eligible to be members of the Union and who are covered by the General Agreement and the Award.
- 5.4 This Agency Specific Agreement shall be read in conjunction with the Award and the General Agreement.
- 5.5 Except where the General Agreement identifies conditions as core, the Agency Specific Agreement will prevail over the General Agreement and the Award to the extent of any inconsistencies.
- 5.6 At the date of registration the approximate number of employees covered by this Agency Specific Agreement is 50.

## **6 TERM OF AGREEMENT**

- 6.1 This Agency Specific Agreement shall operate from date of registration in accordance with Section 41 of the Industrial Relations Act 1979 and will expire on 31 December 2009.
- 6.2 The parties to this Agency Specific Agreement agree to re-open negotiations for a replacement agency specific agreement at least six (6) months prior to the expiry of this Agreement with a view to implementing a replacement agreement where applicable, operative from 1 January 2010.

## **7 NO FURTHER CLAIMS**

The parties to this Agency Specific Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement, except where provided for through the General Agreement.

## **8 DISPUTE SETTLEMENT PROCEDURE**

- 8.1 Any questions, disputes or difficulties regarding the meaning and effect of this Agency Specific Agreement shall be dealt with in accordance with this clause.
- 8.2 At all stages of the procedure the employee may be accompanied by a union representative.
- 8.3 The employee/s and the manager/supervisor shall discuss the matter and attempt to find a satisfactory solution within three (3) working days.
- 8.4 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution within a further three (3) working days.
- 8.5 If the dispute is still not resolved, it may be referred by the employee/s or their union representative to the employer or his/her nominee.
- 8.6 Where the dispute cannot be resolved within five (5) working days of the referral of the dispute to the employer or his/her nominee, either party may refer the matter to the WAIRC.
- 8.7 The period for resolving a dispute may be extended by agreement between the parties.

## **9 HOURS**

- 9.1 This clause is to be read in conjunction with clause 13 of the General Agreement.
- 9.2 At the end of any settlement period, credit hours in excess of the “hours of duty required in any settlement period”, to a maximum of 37.5 hours are permitted. Such credit hours shall be carried forward to the next settlement period.
- 9.3 The maximum credit hours are inclusive of any credit hours carried forward from the previous settlement periods and of any flexitime cash outs. Credit hours in excess of 37.5 hours at the end of the settlement period can be banked as per clause 13(10)(c) of the General Agreement. At the end of each settlement period hours worked in excess of the maximum 75 hours credit and banked hours will be lost.
- 9.4 It is the responsibility of supervisors, managers and employees to ensure that credit hours do not exceed the maximum permitted.
- 9.5 Notwithstanding the above, an employee may apply to receive payment in lieu of credit hours up to a maximum of 15 credit hours per settlement period. Approval to convert credit hours to payment is at the discretion of the employer.
- 9.6 The employee must have sufficient credit hours existing at the time of application to cover the “cash out” payment. Any credit hours “cashed in” will be deducted from the employee’s total existing credit hours and will reduce the maximum carryover credit by the amount of the total cash out hours.

## **10 Workplace Flexibility Allowance**

- 10.1 (a) Subject to clause 10.1(b), when an employee is temporarily deployed to another work site of the Agency, the employee will receive an allowance of \$10.65 per day to a maximum of two weeks, as reasonable reimbursement of additional costs entailed due to the temporary deployment.
- (b) Temporary deployment to Baldivis will attract a rate of \$17.30 per day to a maximum of two weeks.
- 10.2 Payment of any entitlement to the allowance will be paid to the employee via direct deposit to the bank account, via the Agency's payroll system.
- 10.3 The provision of this allowance is made within the following parameters:
- (a) the distance travelled to the temporary location is more than five (5) kilometres than the employee would normally travel to work;
- (b) motor vehicle allowance is not paid in conjunction with this allowance nor is it an option to the payment of this allowance;
- (c) payment of this allowance eliminates travelling in an Agency vehicle; and
- (d) the allowance applies whether employees utilise public transport or their own vehicle.
- 10.4 These allowances will increase from the beginning of the first pay period on or after 1 January each year, using Perth CPI movements from the latest statistics available from the twelve months prior at that date as identified in Schedule 1 - Workplace Flexibility Allowance.

**11 Exhumation Allowance**

- 11.1 An employee who opens and/or enters a grave for the purpose of an exhumation shall be paid \$94.95.
- 11.2 The employer agrees that in an industrial dispute situation this clause will not be utilised as an inducement for employees not normally engaged in this work to undertake this work.
- 11.3 This allowance will increase from the beginning of the first pay period on or after 1 January each year as identified in Schedule 2 - Exhumation Allowance.

**12      SIGNATURES OF PARTIES**

Signed                    *Susan Barrera*  
..... Date ..... *17/09/07*  
*as agent for* Chief Executive Officer  
Metropolitan Cemeteries Board

Signed                    *Toni Walkington*  
..... Date ..... *14th September 2007*  
Toni Walkington  
General Secretary  
The Civil Service Association of Western Australia Incorporated

**Schedule 1 - Workplace Flexibility Allowance** (per day to a maximum of two (2) weeks) - clause 10.4

Locations	2007	January 2008	January 2009
Alternative Sites	\$10.65	To be Advised	To be Advised
Baldivis	\$17.30	To be Advised	To be Advised

This allowance will increase using Perth CPI movements from the latest statistics available from the twelve months prior to each wage increase provided for under this Agreement.

**Schedule 2 - Exhumation Allowance** (payable to an employee who opens and/or enters a grave for the purpose of an exhumation) - clause 11.3

2007	January 2008	January 2009
\$94.95	\$98.75	\$102.70

**METROPOLITAN CEMETERIES BOARD AGENCY SPECIFIC AGREEMENT  
2007**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** THE METROPOLITAN CEMETERIES BOARD AND THE CIVIL  
SERVICE ASSOCIATION OF WESTERN AUSTRALIA  
INCORPORATED

**APPLICANTS**

-v-

(NOT APPLICABLE)

**RESPONDENT**

**CORAM** PUBLIC SERVICE ARBITRATOR  
SENIOR COMMISSIONER J H SMITH

**DATE** FRIDAY, 11 JANUARY 2008

**FILE NO** PSAAG 17 OF 2007

**CITATION NO.** 2008 WAIRC 00026

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**Result** Agreement registered

**Representation**

**Applicants** Mr G Wibrow as agent for the Metropolitan Cemeteries Board  
Mr S Farrell on behalf of The Civil Service Association of Western  
Australia Incorporated

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*Order*

HAVING heard Mr G Wibrow as agent for the Applicant, the Metropolitan Cemeteries Board, and Mr S Farrell on behalf of the Applicant, The Civil Service Association of Western Australia Incorporated, and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act 1979* ("the Act") hereby orders :—

THAT the Metropolitan Cemeteries Board Agency Specific Agreement 2007 in the terms of the agreement filed on 18 September 2007 and amended on 2 October 2007 and on 11 January 2008 be registered under s 41 of the Act as an industrial agreement in substitution for the Metropolitan Cemeteries Board Agency Specific Agreement 2005 PSAAG 18 of 2005.

SENIOR COMMISSIONER J H SMITH  
PUBLIC SERVICE ARBITRATOR