

EASTERN HEALTH AUTHORITY ENTERPRISE AGREEMENT 2013-2016

File No. 00286/2014B

**This Agreement shall come into force on
and from 3 February 2014 and have a
life extending to 30 June 2016.**

**NB: This Agreement was amended at the approval
hearing on 3 February 2014. The amendments made
are recorded in the transcript and the relevant
extracts from this transcript are attached to this
Agreement as Schedule 2.**

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

DATED 10 FEBRUARY 2014



A handwritten signature in black ink, appearing to read "Karee Borel".

COMMISSION MEMBER



**Eastern Health Authority
Municipal Officers
Enterprise Agreement
2013 - 2016**

Local councils working together to protect the health of the community

TITLE

This Agreement shall be known as the Eastern Health Authority Enterprise Agreement 2013.

1 ARRANGEMENT

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3 DEFINITIONS

- 3.1 'Agreement' shall mean the Eastern Health Authority (EHA) and Australian Services Union Enterprise Agreement, 2013.
- 3.2 'Award' shall mean the South Australian Municipal Salaried Officers Award as applying to the date of certification of this agreement except in relation to increases in allowances which may be varied.
- 3.3 'Employer' shall mean the Eastern Health Authority.

- 3.4 Enterprise Agreement Committee (EAC) is a committee comprising equal numbers of employer and employee representatives to negotiate the terms and conditions of the Enterprise Agreement and to monitor its implementation.
- 3.5 'Salary' shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances, provided however for the purpose of clause 37 the salary shall be calculated on the applicable Enterprise Bargaining Agreement salary of the employee.
- 3.6 'Union' shall mean the Australian Services Union (ASU) and/or the Australian Nursing and Midwifery Federation (ANMF).
- 3.7 'Consultation' is the sharing of information and the exchange of views between the parties and includes genuine opportunity to contribute effectively to decisions which may impact on their working conditions or environment.
- 3.8 'Employee Representative' shall mean staff member(s) whose role is to effectively represent the interests of employees at the workplace.

4 PARTIES BOUND BY AGREEMENT

This agreement shall be binding on the Eastern Health Authority (EHA) and its employees under the award, and/or including immunisation nurses employed by the Eastern Health Authority, except for the Chief Executive Officer.

5 DATE AND PERIOD OF OPERATION AND RENEGOTIATION OF AGREEMENT

- 5.1 This Agreement shall operate from the date of certification until 30 June, 2016.
- 5.2 The parties agree that negotiations to review this Agreement shall commence six months prior to the expiration of this Agreement.

6 RELATIONSHIP TO PARENT AWARDS AND PREVIOUS ENTERPRISE AGREEMENT

This Agreement shall be read in conjunction with the terms of the Award and to the extent of any inconsistency occurring, the Agreement shall prevail over the Award. This Agreement supersedes all previous enterprise agreements negotiated between the parties.

7 AIMS OF THE AGREEMENT

- 7.1 This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to EHA, the employees and the local community.
- 7.2 The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and

flexibility in the day to day operations of EHA. This Agreement provides the vehicle for this to occur with gains to EHA, the employees and the local community.

7.3 The Objectives of this agreement include:

- Value and Quality Services for ratepayers, residents and shareholders in the community.
- The development of a skilled, flexible, informed and appropriately resourced workforce.
- Increased accountability for customer service and management of resources at all levels of the organisation.
- Implementing changes necessary to work toward best practice. A participative and consultative process of productivity improvement and performance measurement.
- Development of initiatives to enhance job satisfaction.
- A safe and healthy working environment.

7.4 Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of EHA's operations, enhance skills and job satisfaction, and assist positively to ensure that EHA becomes a more efficient organisation.

8 COMMITMENT TO COLLECTIVE BARGAINING

EHA is committed during the life of this Agreement and in its renegotiation to bargain collectively with all employees.

9 ENTERPRISE AGREEMENT COMMITTEE (EAC)

9.1 The parties agree that the EAC's purpose is to provide a structure for negotiating, monitoring, reviewing, implementing and renegotiating the Enterprise Agreement. The committee will provide representation from the employer and employees.

9.2 The EAC shall consist of:

9.2.1 No more than three staff

9.2.2 No more than 3 employer representatives.

9.3 The role of the EAC shall be:

- 9.3.1 To formulate an Enterprise Bargaining Agreement acceptable to all parties.
- 9.3.2 To distribute minutes of its meetings together with regular Bulletins. Members of the EAC will make themselves available to employees for the purpose of receiving and providing information.
- 9.3.3 To negotiate, review and monitor the implementation of the Enterprise Agreement.
- 9.3.4 To negotiate the next Enterprise Agreement.

10 NO EXTRA CLAIMS

Employees covered by this Agreement will not pursue any further claims relating to the relationship of employer and employee, whether dealt with in this Agreement or not, until the nominal expiry date of this Agreement.

11 EMPLOYEE PARTICIPATION

11.1 The Parties:

- 11.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 11.1.2 Agree with the need to work in partnership and co-operation with each other.
- 11.1.3 Recognise that participatory decision-making processes are an essential ingredient of workplace change.

12 CONTINUOUS IMPROVEMENT

- 12.1 The parties agree that to continue improved service delivery to the community and the customers of EHA it will be necessary to continue the process of continuous improvement and adaptation to new service requirements.
- 12.2 The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 12.3 Employees shall review work systems and procedures and implement changes necessary to achieve continuous improvement.
- 12.4 A workplace committee may be established to assist in the above process.

- 12.5 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plant or equipment, this shall be done at the earliest opportunity within budgetary constraints.
- 12.6 To facilitate these objectives, employees will be able to express their views and have input into the budgetary process in relation to the equipment etc. and priorities affecting their own work area.

13 EMPLOYEE RELATIONS / CONSULTATION

- 13.1 The parties recognise the need to maintain mutual trust and understanding to ensure effective employee/management relations throughout the organisation.
- 13.2 Management recognises the need for employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for employees to be involved and express their opinions through a process of participation and consultation.
- 13.3 Employees recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework seeking innovative solutions to problems and demonstrating a capacity to take responsibility for outcomes
- 13.4 Consultative mechanisms both formal and informal will be established, appropriate to the type and nature of proposed changes and will be utilised in order to facilitate two-way communication and promotion of a more flexible, effective, efficient and productive workforce in keeping with the objectives of this agreement.
- 13.5 The parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both the employees and the employer. For the purpose of this Agreement "change" is deemed to include:
 - 13.5.1 the modernisation of and/or significant change to work practices;
 - 13.5.2 changes to EHA offices or other buildings where employees are working that are significant in nature and are likely to have a significant impact on employees;
 - 13.5.3 the purchase of significant new equipment;
 - 13.5.4 introduction of new technology;
 - 13.5.5 reduction in the work force through voluntary redundancies and/or natural attrition;

13.5.6 change to current opening hours;

- 13.6 After consulting with employees and the workplace representative(s) and taking into consideration issues, concerns and alternatives raised, management will determine the most appropriate course of action to take to ensure the long term interests of the organisation.
- 13.7 Where management has made a definite decision to introduce change as set out under clause 13.5 above, the employees who may be affected by the proposed changes will be notified by management.

14 EMPLOYMENT SECURITY

- 14.1 In the event of any change process occurring at EHA during the life of this Agreement the following arrangements shall apply in respect of employment security.
- 14.2 Subject to the provisions of sub-clause 14.6 below there shall be no forced redundancies for the term of this Agreement.
- 14.3 Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.
- 14.4 Training shall be made available to assist in re-deployment or appointment to a changed position.
- 14.5 Where an employee is transferred to a position carrying a lower classification than their "pre-change" classification, their wage will be maintained for a period of 2 years. At the conclusion of the 2 year period where an employee has been transferred to a position, the employee will be re-classified into the new classification.
- 14.6 Where positions are identified as redundant, the employee may seek a voluntary separation package in accordance with Clause 15 hereof.
- 14.7 The following shall apply in the event that a member Council of EHA gives notices of its intention to withdraw membership and no longer utilise the services of EHA.
- 14.8 There shall be no forced redundancies during the period of notice.
- 14.9 During the period of notice staff adjustments may occur through natural attrition and voluntary separation packages.
- 14.10 Three months prior to the end of the notice period should there remain a need to reduce staff numbers the parties shall engage in discussions with a view to addressing all available options and/or arranging the required separations at the end of the notice period.

- 14.11 The discussions shall consider the impact of the Council withdrawal on EHA's budget, other separations occurring during the notice period and the success or otherwise of EHA in securing additional service contracts.
- 14.12 The VSP formula prescribed under Clause 15 shall be applied to any employee who leaves during or at the end of the notice period as a result of his/her position being redundant.
- 14.13 Where EHA secures additional service contracts during the period of the notice an employee (occupying a redundant position) will be offered the work associated with that contract but subject to the (fixed term) contractual arrangements normally applicable in such circumstances, provided that the employee is suitable qualified and experienced to undertake the work.
- 14.14 An employee who occupies a redundant position may request the involvement of the Union in matters affecting their individual redundancy arrangements.

15 VOLUNTARY SEPARATION PACKAGES (VSP)

- 15.1 Where positions are identified as redundant, an employee may access a voluntary separation packaged based on the following
- 15.2 10 weeks notice of termination, or payment in lieu of notice.
- 15.3 3 weeks severance payment for every year of continuous service within Local Government up to a total of 104 weeks.
- 15.4 EHA shall reimburse an employee up to 10% of the employee's annual salary for expense incurred by the employee to gain other employment. This may include the provision by an external organisation of such things as education and training, counselling, job seeking and preparation of resumes and job applications or any other assistance agreed between the employer and the employee.
- 15.5 However, if within four weeks of the declaration of the redundancy an employee is offered suitable work at equivalent employment status (i.e. permanent, full-time or part-time), with at least equivalent remuneration and conditions in a member Council of the Board, the above shall not apply.

16 DISPUTE PROCEDURES

- 16.1 When an industrial dispute (or likely dispute) arises the matter shall (as soon as practicable) be discussed between the workplace representative and the Team Leader.
- 16.2 Should the matter remain unresolved an official from the appropriate Union and Workplace Representative will raise the matter with the Chief Executive Officer (together with the Team Leader) as the circumstances dictate.

- 16.3 Should the matter remain unresolved:-
- 16.4 The appropriate Union may request the opportunity to address the Board in relation to the dispute.
- 16.5 Either party may notify the Industrial Relations Commission of South Australia of the dispute and seek conciliation proceedings.
- 16.6 If conciliation does not achieve resolution, the matter may be referred to arbitration.
- 16.7 While the matter is being handled in accordance with these procedures the parties agree that work will continue as normal providing that the health, welfare and safety of employees are not at risk.

17 DISCIPLINARY PROCESS

- 17.1 In interviews involving serious misconduct an employee shall be advised of their right to have an Employee Representative or Union Officer present.
- 17.2 The following conditions apply in respect of the formal discipline process covering misconduct. EHA, however, reserves the right under the Award to apply summary dismissal in cases where it is considered warranted.
- 17.3 Where an employee is to receive a formal warning they shall be advised of their right to have an employee representative accompany them to the interview.
- 17.4 Except where an employee engages in conduct justifying summary dismissal, an employee shall be entitled to a minimum of two (2) formal warnings which shall be in writing and a copy placed on the employee's file. The employee shall sign the copy to indicate that he or she is aware of its existence on the file and be given an opportunity to make a written response which shall be placed with the warning.
- 17.5 If, after a period of 3 years from the date of the last warning there have been no further reprimands, then the reprimands will be removed from the employee's file.

18 POOR PERFORMANCE PROCESS

- 18.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity to improve work performance.

It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training and counselling measures should be utilised in order to achieve positive outcomes.

- 18.2 Notwithstanding the principles outlined in 18.1, where poor performance has been identified by the Chief Executive Officer the following process will be adhered to:
- 18.2.1 A performance appraisal will be undertaken and the Chief Executive Officer will document in a letter to the employee concerned the specific areas of poor performance.
 - 18.2.2 A meeting comprised of the employee, the workplace representative (if requested), and the relevant Team Leader will be convened for the following reasons:
 - 18.2.2 (a) For the CEO to outline the details of the unsatisfactory performance.
 - 18.2.2 (b) To give the employee the opportunity to respond.
 - 18.2.3 Based on all the relevant information the CEO will determine if further action is required.
 - 18.2.4 If further action is required the employee will be notified in writing of the following:-
 - 18.2.4 (a) The specific area of poor and unsatisfactory performance.
 - 18.2.4 (b) Clear and specific performance measures for work standard expected of the employee.
 - 18.2.4 (c) A review date of up to 3 months.
 - 18.2.4 (d) The opportunity to develop an individual training plan with the relevant Team Leader and CEO to address issues of concern over the review period.
- 18.3 Where EHA is of the view that the continued poor performance could lead to dismissal, the employee must be given prior written advice of that fact and a fair and proper opportunity to improve as outlined in clause 18.1 and 18.2.

19 HOURS OF WORK

19.1 Hours of duty

Except as provided herein the ordinary hours of duty shall be 38 hours per week (7.6 hour day exclusive of meal breaks) Monday to Friday (excluding Public Holidays). The standard day shall be provided between the span of hours of 7.00 am and 8.30 pm Monday to Friday (excluding Public Holidays).

19.2 Standard day (19 day 4 week cycle)

For the purposes of a 19 day - 4 week work cycle the following shall apply.

19.2.1 A standard day shall be of 8 hours duration worked normally between the hours of 8.20 am to 5.00 pm with an unpaid meal break of 40 minutes.

The total number of ordinary hours to be worked in any period of 4 consecutive weeks shall not exceed 152 hours (based on 38-hour week).

i e 19 days at 8 hours = 152 hours.

19.2.2 The rostered day off to be taken in accordance with a pre-arranged mutually agreed roster.

19.2.3 The rostered day off shall be taken monthly where possible but can be deferred due to work circumstances to a mutually acceptable day not later than 3 months after the rostered day off was due.

19.2.4 The rostered day off shall be approved unless the staffing levels be such that employees cannot be spared at that time.

19.3 Flexible Hours Arrangement

It is agreed between the parties that a flexible starting or finishing time can benefit both employee and EHA. Accordingly, hours may be altered on the following basis:

19.3.1 Any change in normal starting and finishing times must be by agreement between the employee and his or her supervisor.

19.3.2 The time is worked between the hours of 7.00 am and 8.30 pm Monday to Friday (excluding Public Holidays).

19.3.3 No more than 10 hours in any one day may be worked.

19.3.4 Time accrued is to be taken at a mutually agreed time.

19.4 Leave

19.4.1 Sick leave and public holidays shall be treated as "standard days".

19.4.2 An officer who takes leave without pay and fails to work sufficient additional time to be entitled to a rostered day off shall be entitled to time off in that 4 week work cycle commensurate with the additional time worked over 7 hours 36 minutes per day.

19.4.3 Annual leave is construed as 152 hours over a 4-week period (38 hours x 4)

19.5 **Time in Lieu**

Time in lieu shall be taken by mutual agreement between the employee and the employer at a time that is convenient to both. Time in lieu may not be taken in circumstances where a replacement employee would need to be engaged unless it is taken under the circumstances of Personal leave.

19.6 **Guideline in regards to Overtime, Toil and Flexible Working Arrangements**

A guideline has been developed so that there is a greater clarity for Eastern Health Authority staff in relation to when and how provisions relating to overtime, toil and flexible working arrangements apply. The guideline forms appendix 1 to this document.

20 **TERMINATION OF EMPLOYMENT**

20.1 **Resignation**

Any officer, other than a casual employee, desiring to terminate his/her employment shall give to EHA two weeks' notice of his/her intention to do so.

20.2 **Certificate of Service**

Upon termination of employment, EHA, when requested by the officer concerned, shall provide him/her with a certificate of service stating length of service, duties performed, the classification of the officer and details of any long service leave entitlements.

20.3 A calculation will be done and time credits or debits as the case may be, shall be accounted for in the officer's final pay.

20.4 Employees will be asked to complete an agreed exit questionnaire which shall include a question asking if the employee would participate in an exit interview. The employee has the right to refuse to complete the questionnaire or participate in the interview.

21 **CASUAL EMPLOYMENT**

21.1 An officer engaged for a period of 800 hours or less in any year, may be engaged as a casual on an hourly contract of employment and such officer

shall be entitled to be paid the casual award rate of pay for the normal duties involved. However, the provisions of this Award relating to annual leave, sick leave, public holidays and probationary or permanent employment shall not apply to a casual officer.

- 21.2 An officer, other than a full-time officer, employed by EHA for more than 800 hours in a year, shall be engaged as a part-time officer, unless EHA and the appropriate Union otherwise agree.
- 21.3 A casual officer shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside the span of hours or in excess of the ordinary hours of work provided for in the Award.
- 21.4 Overtime rates for casual officers shall be applied to the hourly rate which included the 20% loading.

22 PART-TIME EMPLOYEES

- 22.1 A part-time employee may work up to 38 hrs per week worked normally between the hours 8.30 am and 5.10 pm upon mutual agreement. Three days prior notice is required if a part-time employee is to work additional hours over the employees contractual hours of duty. Upon mutual agreement between the employee and the CEO notification can be varied.
- 22.2 If the additional time to be worked falls on a day when the employee is working, the minimal additional time shall be one hour or in the case of a day when the employee is not working a minimum of 3 hours.
- 22.3 Adjustment to all award entitlements ie sick, annual leave and public holidays to be made proportionate to the additional hours worked over the employees' contractual hours of duty.
- 22.4 If additional work becomes available existing part-time staff will be considered before recruiting externally provided such work is consistent with the part-time employees' current position and classification.

23 JOB SHARING

- 23.1 Job sharing provides employees seeking part-time employment with an opportunity to undertake duties of a full time nature whilst ensuring continuity in performance by the incumbents co-operating and maintaining strong communication links with each other. It provides career opportunities to employees which would not typically be available and gives the employer another option for replacement during short-term absences. It provides flexibility in employment and can be mutually beneficial to the employer and employees.
- 23.2 Both parties recognise these advantages and seek to give every consideration to proposals for job sharing.

24 OVERTIME ON WEEKENDS

24.1 All time worked on weekends (except for the current City of Unley Saturday Immunisation arrangements) will be paid at the rate of time and one half.

24.2 The time worked may be taken as TOIL calculated at the rate detailed in 24.1.

25 MEAL BREAKS

Employees shall be entitled to a break of not less than a half hour nor more than one hour for lunch between 11.30 am and 2.30 pm. However, when staff consider it reasonable they will make themselves available for customer service purposes during meal breaks.

26 PERSONAL LEAVE

26.1 The parties recognise that excessive absenteeism is costly and disruptive to EHA in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty and some flexibility in the management and the taking of Sick and Family Leave. Therefore the following is agreed.

26.2 Personal leave will not be allowed consecutively with any other form of leave to plan the extension of leave as Personal leave is for emergency use in the absence of other available forms of leave.

26.3 An employee seeking Personal Leave with pay must fully disclose the circumstances giving rise to the application and demonstrate why other forms of leave are not available or suitable. The grounds of application will be treated in the strictest confidence by EHA.

27 STUDY LEAVE

27.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

27.1.1 that the course is appropriate to the employees occupational stream.

27.1.2 that the course and the method of undertaking the course is approved and authorised by the CEO.

- 27.1.3 that the work and organisational requirements allow for the taking of such time off.
- 27.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time is necessary for practical training and examinations subject to the provisions as prescribed in 26.1 hereof.
- 27.3 An employee may choose to forego an entitlement to paid time off for study, in return for a Study Allowance paid by EHA of up to \$1,000.00 per annum.

The allowance will be paid upon evidence of successful completion of the subject studied.

28 TRADE UNION TRAINING LEAVE

- 28.1 Subject to the following, employees who are members of the appropriate Union shall be allowed leave with pay up to a maximum of five days per annum to attend trade union training courses conducted or approved by the appropriate Union.
- 28.1.1 That the maximum aggregate leave granted by EHA does not exceed 5 days in any one calendar year.
- 28.1.2 That not less than four weeks' notice is given to EHA of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted, If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to EHA.
- 28.1.3 That EHA is able to make adequate staffing arrangements during the period of such leave.
- 28.1.4 That at any one time no more than one Officer of EHA be on leave pursuant to this clause.
- 28.1.5 That the course is in accordance with the principle of promoting better industrial relations in matters pertaining to the employment relationship within EHA.
- 28.2 Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the Award and for purposes of long service leave entitlements.
- 28.3 Any dispute rising from the application of the provisions under this clause shall be dealt with under the Dispute Settling Procedures to this Agreement.

29 SPECIAL LEAVE WITHOUT PAY

EHA recognises that employees may require access to additional leave over and above their paid leave entitlements of annual leave, sick leave and long service leave.

Employees may therefore apply for Special Leave for (but not be limited to) care of family members, sickness, professional development and holidays.

A decision to accept or reject an application will be based on circumstances prevailing at the time including organisational constraints, workloads and availability of suitable qualified staff to replace the applicant.

30 LONG SERVICE LEAVE (PRO-RATA)

30.1 The parties agree that employees will be able to take accumulated long service leave after 7 years service, in lots of no less than 2 weeks.

30.2 Long service leave accrued in the first 10 years of service must be taken by the completion of 12 years service, unless necessity is waived by agreement with EHA.

30.3 Long service leave to be calculated on a pro-rata basis in respect to each completed month of service after the 7 years qualifying period

30.4 Following an employee's hours of work being altered, Long Service accruals and/or entitlements shall be calculated and preserved at that time so that employees shall not be disadvantaged.

31 BANKED LEAVE

Employees can access up to two weeks of banked leave that is funded by salary deductions spread evenly over the year.

This allows employees to continue to receive pay during the period of purchased leave. Purchased leave only to be taken in whole week blocks. Purchased leave must be utilised in the financial year in which it is purchased.

Approval of purchased leave will be subject to operational requirements and at the absolute discretion of the Chief Executive Officer.

Employees to nominate once per annum (at the start of the financial year) the amount of leave to be purchased.

32 PAID PARENTAL / ADOPTION LEAVE

32.1 An employee who takes a period of parental/adoption leave in accordance with Clause 6.5 of the Award shall be entitled to a period of paid parental leave, subject to clause 32.9 and 32.10, at the employee's base rate of pay,

calculated on the employee's period of continuous service with EHA in accordance with the table on the following page:

- 32.2 Any public or other statutory holiday which falls within any period of parental leave (paid or unpaid) shall be counted as a day of such leave.
- 32.3 In the event that an employee resigns from their position of employment within 12 months of returning to work following any period of paid parental/adoption leave, the employee will be required to repay to EHA in full all monies paid in respect of that paid parental/adoption leave. The payment must be made in full to EHA prior to the effective date of the employee's resignation. The Chief Executive Officer may exercise discretion as to the implementation of this Clause in extraordinary circumstances at his/her sole discretion.
- 32.4 The paid parental/adoption leave benefits outlined in this Clause will apply on a pro rata basis to those employees who work on a permanent part-time basis. Normal incremental advancement within salary classifications shall continue during periods of paid parental/adoption leave taken under this Clause.
- 32.5 An employee on a fixed term contract whose contract expires during a period of paid parental/adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 32.6 Absence on parental leave does not break an employee's continuity of service. However, the employee will not accrue personal, annual or long service leave whilst on parental leave.
- 32.7 Periods of paid parental/adoption leave under this Clause are not in addition to the periods of unpaid parental/adoption leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the *Paid Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument, whether the employee claims for such entitlements or not.
- For example, an employee who is eligible for 10 weeks of paid parental leave shall be entitled to 10 weeks paid parental leave and a further 42 weeks of unpaid parental leave. Therefore, the maximum number of weeks that may be taken as parental leave is 52 weeks.*
- 32.8 This Clause will not apply in the case of a female employee whose pregnancy terminates earlier than 20 weeks prior to the expected date of delivery.
- 32.9 Any amount of paid parental/adoption leave to which an employee has a right to receive under this Clause will be reduced by the amount of any other

entitlement to paid parental leave the employee is entitled to receive pursuant to state or federal legislation (including, but not limited to, the *Paid Parental Leave Act 2010* (Cth) as amended from time to time), or any relevant industrial instrument whether the employee claims for such entitlements or not.

For example, an employee who is eligible for 10 weeks of paid parental leave in accordance with this clause, and who is also entitled to 18 weeks of paid parental leave at the national minimum wage in accordance with legislation, will be entitled to the monetary difference (if any) between the amount the employee is entitled to be paid under legislation, and the amount the employee is entitled to be paid pursuant to this clause. If the entitlement under legislation is more generous than the entitlement under this clause, EHA will not be required to make any payment to the employee.

32.10 An employee who is entitled to paid parental/adoption leave in accordance with this clause will be required to provide to EHA a statutory declaration stating particulars of any entitlement the employee has to paid parental leave other than under this Clause

32.11 Paid Partner's Leave

An employee, who produces to EHA a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- a) in the first instance, the employee will have a total of two (2) years continuous service at the time of taking the leave;
- b) the period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave; and
- c) any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such parental leave.

Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

33. GRACE DAYS

33.1 The parties have agreed that EHA will be closed between Christmas Day and New Years Day in the 2013 and 2014 calendar years.

33.2 The Chief Executive Officer will write to staff each year to confirm the dates on which EHA will be closed and advise as to the dates of three 'Grace Days'

within the Christmas/New Years Days closure period. Employees will be required to take annual leave with respect to any other day on which EHA is closed around this period.

- 33.3 If EHA is required, for whatever reason, to open or requires staff to attend for work between Christmas Day and New Years Day, EHA may direct employees to attend EHA.
- 33.4 If directed to work on a Grace Day, an employee will be:
 - 33.4.1 Paid his/her ordinary rate of pay for that day (or portion of day worked); and
 - 33.4.2 Entitled to take a day (or equivalent portion of day worked) in lieu of the Grace Day at an alternative time agreed by EHA and the individual employee.
- 33.5 If an employee applies for, and is granted, sick/carer's leave for any of the days that fall between Christmas Day and New Years Day, the employee will not be entitled to a day in lieu of a Grace Day.

34 RIGHT OF ENTRY

Subject to the following conditions, an Officer of the appropriate Union shall be permitted right of entry at EHA in order to attend to membership needs:

- 34.1 The appropriate Union Officer shall give as much prior notice to the CEO as practicable in relation to a visit.
- 34.2 Where practicable the CEO and the appropriate Union Officer shall agree on a suitable time for the visit having regard to the urgency of the matter(s) to be addressed balanced against the operation requirements of EHA and staff.

35 ENGAGEMENT AND PROMOTION

- 35.1 When a new position is created by EHA or when an existing position becomes vacant, the said position or vacancy must be advertised internally and externally simultaneously.
- 35.2 Any existing employee of EHA shall be entitled to be interviewed for a promotional position within EHA providing that the employee meets the essential requirements of the job description (qualifications, experience etc).
- 35.3 All positions will be filled on the basis of merit as defined under the Local Government Act.

36 INCOME PROTECTION INSURANCE

EHA will provide income protection insurance for employees.

The income protection insurance will apply to the specified employees who choose this as an option from the date of certification of the Agreement to 30 June, 2015.

The conditions and benefits of the income insurance protection will be in accordance to Appendix 2 of this Agreement as provided by the Local Government Risk Services.

37 PROFESSIONAL ASSOCIATION MEMBERSHIP AND ACCREDITATION FEES

- 37.1 The benefit that is provided to both the individual and the organisation through staff achieving membership of Professional Associations and obtaining Professional Accreditation to perform their duties is recognised.
- 37.2 From 1 January 2011, Employees can apply for the reimbursement of Professional Association Membership fees. The total reimbursement shall not exceed 50% or \$500 per person per annum, whichever is the lower amount.
- 37.3 From 1 July 2010, Employees, can apply for the full reimbursement of Professional Accreditation fees where such accreditation is an essential component of their position.
- 37.4 Determination of the Application for reimbursement shall be made by the Chief Executive Officer, having regard to the relevance of the Professional Association Membership and/or Accreditation to the Employee's role within the Organisation.
- 37.5 If the Application for reimbursement of fees for Professional Association Membership and/or Accreditation is declined, the reasons for this determination will be provided to the Employee in writing.
- 37.6 Where an Employee disagrees with the determination, he/she may bring the matter through the Dispute Procedure outlined in the Agreement for resolution.

38 IMMUNISATION NURSES

- 38.1 Registered Nurses employed as Immunisation Nurses and classified at Level 5 for this Agreement are considered to be equivalent to a Clinical Nurse (Level 2) of the Nurses (SA) Award.
- 38.2 The Immunisation Team Leader classified as Level 6 for this agreement is considered to be equivalent to a Clinical Nurse consultant (Level 3) of the Nurses (SA) Award.

39 SUPERANNUATION/SALARY SACRIFICE

Statewide Super is the default fund where employees do not advise a superannuation fund for receipt of contributions.

Choice of fund applies and all new employees will be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

An employee can elect to have any amount of their current salary paid each pay period by the employer into the Statewide Super Scheme on behalf of the employee.

Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee.

An employee can elect to vary the amount of salary sacrifice to the Statewide Super Scheme at any time during the life of this Agreement but limited to one variation per financial year.

The employee's substantive salary for all purposes (such as Award and Enterprise Agreements entitlements including superannuation, leave and annual leave loading, penalties etc) shall be the pre-sacrificed salary.

The employee shall be responsible for any Fringe Benefit Tax payable due to the use of this option.

40 ALLOWANCES

The following allowances have been taken into account in establishing the salaries and Schedules for this agreement:-

- Reimbursement of Drivers License
- Health Surveyors Allowance
- Availability Allowance
- First Aid Allowance
- Meal Break Allowance

41 ROSTERED EMERGENCY STAFF

All employees agree to participate in a roster system, developed in consultation with employees that caters for emergencies that extend past normal working hours, eg flooding, earthquake, food recalls, disease investigations, interruptions to power supply of vaccine fridge.

42 MATURE AGE EMPLOYMENT INITIATIVES

Phased retirement will enable employees who are approaching retirement (within 5 years), but are unable to continue to work full-time or do not wish to continue work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

During the life of this Agreement parties agree to examine and where practicable (and feasible) implement strategies or initiatives that assist in the successful retirement and/or retention of mature age employees.

By written agreement between the eligible full-time or part-time employee and the Chief Executive Officer, an employee may participate in an agreed phased retirement program that is offered by EHA. Phased retirement will be at the discretion of the CEO, EHA.

The agreement shall incorporate an agreed date of retirement which may be varied by mutual agreement.

An employee will be eligible to participate in a mature age retirement program on the following conditions, which strategies and initiatives might include, but not be limited to:

- The employee must be a full-time or part-time employee;
- The employee must have worked for at least 5 continuous years with EHA;
- The employee must be fit to perform inherent requirements of his/her substantive position;
- The employee must not be in receipt of workers compensation, temporary or permanent disability payments or income protection payments;
- The employee attends work under the program for a minimum of three days in each 10-day fortnight;
- The employee attends work under the program for a maximum of eight days in each 10-day fortnight;
- The employee not undertaking paid employment that in the opinion of EHA imposes an unreasonable risk to their Work, Health & Safety.

Contract and casual employees are excluded from this clause.

43 SALARY ADJUSTMENTS

43.1 Employees covered by this Agreement, excluding the Chief Executive Officer, are entitled to the following salary increases during the life of this agreement:

3% at the first full pay period on or after 1 July 2013
3% or CPI whichever is greater (CPI Adelaide March quarter)
at the first full pay period on or after 1 July 2014
3% or CPI whichever is greater (CPI Adelaide March quarter)
at the first full pay period on or after 1 July 2015

43.2 The salary rates are set out in Schedule 1 of this Agreement.

44 SIGNATORIES

Signed for and on behalf of:

The Eastern Health Authority

..... **Chief Executive Officer**

..... **Witness**

on thisday of

Signed for and on behalf of:

Eastern Health Authority Employees

..... **Employee Representative**

..... **Witness**

on thisday of

..... **Employee Representative**

..... **Witness**

on thisday of

SCHEDULE OF SALARY INCREASES

SCHEDULE 1

Classn.	Step	As at 01/07/2013 Salary increase of 3.0%		As at 01/07/2014 Salary Increase or 3.0% or CPI whichever is greater (CPI Adelaide March quarter)		As at 01/07/2015 Salary Increase or 3.0% or CPI whichever is greater (CPI Adelaide March quarter)	
		Pay Rate	Annual Salary	Pay Rate	Annual Salary	Pay Rate	Annual Salary
G01.1	Level 1 step 1	\$ 22.40	\$ 44,257	\$ 23.07	\$ 45,585	\$ 23.76	\$ 46,953
G01.2	Level 1 step 2	\$ 22.94	\$ 45,323	\$ 23.62	\$ 46,683	\$ 24.33	\$ 48,083
G01.3	Level 1 step 3	\$ 23.69	\$ 46,805	\$ 24.40	\$ 48,210	\$ 25.13	\$ 49,656
G01.4	Level 1 step 4	\$ 24.49	\$ 48,394	\$ 25.23	\$ 49,846	\$ 25.98	\$ 51,341
G01.5	Level 1 step 5	\$ 25.30	\$ 49,985	\$ 26.05	\$ 51,485	\$ 26.84	\$ 53,029
G01.6	Level 1 step 6	\$ 26.10	\$ 51,578	\$ 26.89	\$ 53,125	\$ 27.69	\$ 54,719
G02.1	Level 2 step 1	\$ 26.92	\$ 53,194	\$ 27.73	\$ 54,790	\$ 28.56	\$ 56,433
G02.2	Level 2 step 2	\$ 27.76	\$ 54,858	\$ 28.59	\$ 56,503	\$ 29.45	\$ 58,199
G02.3	Level 2 step 3	\$ 28.53	\$ 56,378	\$ 29.39	\$ 58,069	\$ 30.27	\$ 59,811
G02.4	Level 2 step 4	\$ 29.34	\$ 57,969	\$ 30.22	\$ 59,708	\$ 31.12	\$ 61,499
G03.1	Level 3 step 1	\$ 30.14	\$ 59,559	\$ 31.05	\$ 61,346	\$ 31.98	\$ 63,186
G03.2	Level 3 step 2	\$ 30.95	\$ 61,150	\$ 31.87	\$ 62,985	\$ 32.83	\$ 64,874
G03.3	Level 3 step 3	\$ 31.75	\$ 62,743	\$ 32.71	\$ 64,625	\$ 33.69	\$ 66,564
G03.4	Level 3 step 4	\$ 32.56	\$ 64,337	\$ 33.54	\$ 66,267	\$ 34.54	\$ 68,255
G04.1	Level 4 step 1	\$ 33.36	\$ 65,929	\$ 34.37	\$ 67,906	\$ 35.40	\$ 69,944
G04.2	Level 4 step 2	\$ 34.17	\$ 67,518	\$ 35.19	\$ 69,544	\$ 36.25	\$ 71,630
G04.3	Level 4 step 3	\$ 34.98	\$ 69,111	\$ 36.02	\$ 71,184	\$ 37.11	\$ 73,320
G04.4	Level 4 step 4	\$ 35.78	\$ 70,701	\$ 36.85	\$ 72,822	\$ 37.96	\$ 75,007
G05.1	Level 5 step 1	\$ 36.59	\$ 72,294	\$ 37.68	\$ 74,463	\$ 38.81	\$ 76,696
G05.2	Level 5 step 2	\$ 37.39	\$ 73,885	\$ 38.51	\$ 76,102	\$ 39.67	\$ 78,385
G05.3	Level 5 step 3	\$ 38.20	\$ 75,479	\$ 39.34	\$ 77,744	\$ 40.52	\$ 80,076
G06.1	Level 6 step 1	\$ 39.54	\$ 78,130	\$ 40.73	\$ 80,474	\$ 41.95	\$ 82,889
G06.2	Level 6 step 2	\$ 40.88	\$ 80,785	\$ 42.11	\$ 83,208	\$ 43.37	\$ 85,704
G06.3	Level 6 step 3	\$ 42.23	\$ 83,440	\$ 43.49	\$ 85,943	\$ 44.80	\$ 88,522
G07.1	Level 7 step 1	\$ 43.57	\$ 86,090	\$ 44.87	\$ 88,672	\$ 46.22	\$ 91,332
G07.2	Level 7 step 2	\$ 44.91	\$ 88,744	\$ 46.26	\$ 91,406	\$ 47.65	\$ 94,148
G07.3	Level 7 step 3	\$ 46.25	\$ 91,395	\$ 47.64	\$ 94,137	\$ 49.07	\$ 96,961

SCHEDULE 2

Extracts from the Transcript of the Industrial Relations Commission Hearing

BARTEL DP: Now, I'll just go through those amendments then, finally, for the record, so hopefully it will appear on there. So the amendments to the agreement will be as follows: Clause 3.6 will now read:

"Union" shall mean the Australian Services Union (ASU) and/or the Australian Nursing and Midwifery Federation (ANMF).

Clause 4, Parties Bound by Agreement, will now read:

This agreement shall be binding on the Eastern Health Authority (EHA) and its employees under the award, and/or including immunisation nurses employed by the Eastern Health Authority, except for the chief executive officer.

Where the "ASU" or "union" appears in clauses 16, 21.2, 28.1 and 34, that will be replaced with "appropriate union". Clause 21.1: the first sentence will now read:

An officer engaged for a period of 800 hours or less in any year may be engaged as a casual on an hourly contract of employment and such officer shall be entitled to be paid the casual award rate of pay for the normal duties involved.

And, finally, the second paragraph in clause 26.2 will be deleted. So that accords with your understanding and discussion?

MS BRERETON: Yes.

MR LIVORI: It does, yes. I've made notes to that effect, yes. Thank you.

BARTEL DP: Thank you. All right, look, having regard to all those matters, I'm satisfied that the agreement can be approved. The agreement will be binding on the persons set out in clause 4, Parties Bound, of the agreement. The operative date of the agreement will commence from today's date, being 3 February 2014, and will have an expiry date of 30 June 2016, and a certified copy of the agreement noting the amendments that have been made will be provided to the parties in due course.

Appendix 1

Hours of Work, Overtime, Toil and Flexible Working Arrangements

This guideline has been prepared so that there is a greater clarity for Eastern Health Authority staff in relation to when and how provisions relating to overtime, toil and flexible working arrangements apply.

Guiding Documents

The *South Australian Municipal Salaried Officers Award (MOA)* sets out conditions relating to hours of work and overtime etc. The award must be read in conjunction with the current *Eastern Health Authority Enterprise Agreement (EA)*.

When the *enterprise agreement* covers the same employment conditions as the *award*, the *enterprise agreement* overrides the *award*. There are clauses within our current *agreement* that alter the conditions contained within the *award* in relation to the issues we are clarifying here.

Any clause copied from the MOA within this guide are coloured green, while clauses from the EA are coloured blue.

Guiding Principles

Clause 7 of the Enterprise Agreement which is provided below sets out the aims of the agreement. In essence it sets out the principle that management and employees will work positively together to implement measures that will provide for flexible working arrangements that can benefit EHA, employees and the community.

It is important that flexible working arrangements are consistently applied and that the overall result is in the best interests of the organisation as well as its employees.

7 AIMS OF THE AGREEMENT

- 7.1 *This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to EHA, the employees and the local community.*
- 7.2 *The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of EHA. This Agreement provides the vehicle for this to occur with gains to EHA, the employees and the local community.*
- 7.3 *The Objectives of this agreement include:*
- *Value and Quality Services for ratepayers, residents and shareholders in the community.*
 - *The development of a skilled, flexible, informed and appropriately resourced workforce.*
 - *Increased accountability for customer service and management of resources at all levels of the organisation.*
 - *Implementing changes necessary to work toward best practice.*
 - *A participative and consultative process of productivity improvement and performance measurement.*

- *Development of initiatives to enhance job satisfaction.*
- *A safe and healthy working environment.*

7.4 *Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of EHA's operations, enhance skills and job satisfaction, and assist positively to ensure that EHA becomes a more efficient organisation.*

The Standard Week

The MOA provides at clause 5.1.4 Variation to standard week the following:

5.1.4.1 *By agreement between the Council and the majority of employees (who are subject to particular working hours arrangements) the following variations to a standard 5 day working week may apply:*

- (a) a nineteen day four week period;*
- (b) a nine day fortnight;*
- (c) a system of flexi-time;*
- (d) any other form of structured and regular hours arrangement, provided that no more than an average 38 hours per week is worked within the cycle.*

The EA provides at clause 19.2 Standard Day (19 day 4 week cycle) the following:

19.2 *For the purposes of a 19 day - 4 week work cycle the following shall apply.*

- 19.2.1 *A standard day shall be of 8 hours duration worked normally between the hours of 8.20 am to 5.00 pm with an unpaid meal break of 40 minutes. The total number of ordinary hours to be worked in any period of 4 consecutive weeks shall not exceed 152 hours (based on 38-hour week). i.e 19 days at 8 hours = 152 hours.*
- 19.2.2 *The rostered day off to be taken in accordance with a pre-arranged mutually agreed roster.*
- 19.2.3 *The rostered day off shall be taken monthly where possible but can be deferred due to work circumstances to a mutually acceptable day not later than 3 months after the rostered day off was due.*
- 19.2.4 *The rostered day off shall be approved unless the staffing levels be such that employees cannot be spared at that time.*

This is an area (standard week) where working arrangements have been amended by the EB to provide a benefit to employees.

It should be noted that in certain circumstances (part-time employment) an employee may choose not to work to this system. Opting out of the system requires the approval of management.

Hours of Work

The MOA provides at clause 5.1 Ordinary hours of work the following:

5.1.1 *The ordinary hours of work of a full-time employee shall be no more than an average of 38 hours per week.*

5.1.2 *The ordinary hours of work are to be worked between the span 7.30 am - 6.30pm Monday to Friday inclusive.*

The EA provides at clause 19.1 Hours of Duty the following

19.1 *Except as provided herein the ordinary hours of duty shall be 38 hours per week (7.6 hour day exclusive of meal breaks) Monday to Friday (excluding Public Holidays). The standard day shall be provided between the span of hours of 7.00 am and 8.30 pm Monday to Friday (excluding Public Holidays)*

An exception currently exists at clause 19.6 Evening Clinics for casual staff.

19.6 *For staffing of evening clinics by Casual staff, penalty rates will apply in accordance with the Award.*

In summary the EA has expanded the hours of work that do not automatically attract penalty rates. Virtually all councils in South Australia have similar arrangements.

The scenarios that this may apply to include:

- After Hours Food Inspections:
- Immunisation Clinics
- Food Safety Training
- Board / Audit Committee Meetings

This is an area (span of hours) where working arrangements have been amended by the EA to provide a benefit to the organisation. It is expected that in situations where there is a requirement for EHA to provide services outside of our office hours (8.20 am to 5.00pm), but within our expanded hours of work, that staff will adjust their working day to accommodate.

As an example, environmental health officers who are required to undertake inspections of food businesses in the early evening are required to either:

1. Adjust their starting time so that they will work an 8 hour day and finish by 8.30pm at the latest, or:
2. Start at their normal time and accrue any time in excess of 8 hours as toil at time for time up to 8.30pm.

This could equally apply to immunisation clinics and food safety training.

As a scenario to consider, the work an employee is required to undertake is expected to conclude at 8.30pm. The employee would commence work at 11.50am and their 8 hour day would conclude at 8.30pm. Alternatively they could start before 11.50am and accrue that time as toil at time for time.

If for any unavoidable reason they work beyond 8.30pm they would be entitled to be paid overtime (or claim toil at the appropriate overtime rate).

If a staff member could not adjust their day and was required to start at their normal time and work through to the evening they would be entitled to be paid overtime (or claim toil at the appropriate overtime rate) for work in excess of 8 hours.

An example would be if either an admin officer or nurse was required to attend a school in the morning and a clinic in the evening.

Flexible Hours Arrangements

The EA at clause 19.3 Flexible Hours Arrangement provides the following:

19.3 *It is agreed between the parties that on occasions a flexible starting or finishing time can benefit both employee and EHA. Accordingly, hours may be altered on the following basis:*

19.3.1 *Any change in normal starting and finishing times must be by agreement between the employee and his or her supervisor.*

19.3.2 *The time is worked between the hours of 7.00am and 8.30pm Monday to Friday (excluding Public Holidays).*

19.3.3 *No more than 10 hours in any one day may be worked.*

19.3.4 *Time accrued is to be taken at a mutually agreed time.*

19.4 *Time in Lieu*

Time in lieu shall be taken by mutual agreement between the employee and the employer at a time that is convenient to both. Time in lieu may not be taken in circumstances where a replacement employee would need to be engaged unless it is taken under the circumstances of Personal leave.

This is an area (flexible hours arrangements) where working arrangements have been amended by the EB to provide a benefit to both employees and the organisation.

These arrangements give employees the opportunity to change their hours of work within the span of hours. Any changes made under this clause are done so by mutual agreement.

There will be some employees whose work requirements may not allow for a change to the hours of work.

Any changes made must not compromise productivity or customer service standards.

The intent of this clause is to also cover situations where staff may be required to work late due to unforeseen circumstances such as an emergency complaint that is received late in the day or an immunisation clinic that runs late. Toil here is accrued at time for time unless the employee's working day has extended to more than 10 hours.

Employees who accrue toil have the opportunity to use the toil for a range of personal circumstances at in accordance with clause 19.4 of the EA.

Below are some guidelines in relation to the accruing and taking of Toil.

Time off in lieu (TOIL)

The TOIL provisions detailed below are designed to ensure consistency in the treatment of all personnel and to ensure that supervisors and individuals have an understanding of the use of TOIL and are aware of the associated procedures.

It is not expected that the accruing of TOIL should be a regular occurrence.

The TOIL provision should generally be considered on a case by case basis with the permission to work extra hours and granting of TOIL based on the following:

- The extra hours are urgently needed to be undertaken and as such cannot wait until the following work day.
- Prior approval has been granted by the supervisor.

In an emergency/crisis, where the supervisor cannot be reasonably contacted, an individual will exercise discretion and inform the supervisor as soon as practically possible.

TOIL is accumulated on a time-for-time basis, i.e. when one hour is worked then one hour is credited to the TOIL balance and will be calculated to the nearest quarter of an hour.

TOIL is to be taken at a mutually convenient time.

A staff member should not accrue more than 5 working days of TOIL at any one time.

TOIL must be taken within a period not exceeding 12 months from the date the additional hours were worked.

Recording and Monitoring

The supervisor is accountable for the management of their associated personnel's overtime and TOIL entitlements and is required to justify accruals when TOIL balances are accessed by an individual. The supervisor will ensure that the appropriate recording system is used when recording the accumulation and taking of TOIL.

Procedure for Taking of TOIL

Individuals who wish to take their TOIL entitlement shall make a request to their supervisor. TOIL may be taken in whole days or part thereof. The supervisor is responsible for checking and verifying TOIL entitlements and ensuring the recorded TOIL is an accurate reflection of hours accrued and taken.

No cash payments will be made for TOIL hours accrued and TOIL accrual credits will not form part of any termination payment.

Penalty Rates and Overtime

The MOA provides the following in relation to penalty rates

CLAUSE 5.2 PENALTY RATES ON ORDINARY TIME

5.2.1 Employees who as part of their ordinary hours of duty regularly perform work prior to 7.30am or after 6.30pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.

Ordinary hours are however 7.00am to 8.30pm as per EA.

The MOA provides the following in relation to overtime

CLAUSE 5.4 OVERTIME

- 5.4.1 All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 5.4.2 All time worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three hours and double time thereafter.
- 5.4.3 All time worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- 5.4.4 All time worked on a public holiday as defined by clause 6.9 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three hours work at the appropriate overtime rate.
- 5.4.5 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 5.4.6 The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- 5.4.7 Any employee shall attend meetings of the Council by which he/she is employed, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

CLAUSE 5.6 TIME OFF IN LIEU OF OVERTIME

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment as follows:

- 5.6.1 Such time off shall be either:
- (a) time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
 - (b) time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate

The EA at clause 24.1 Weekend Overtime provides the following:

- 24.1 All time worked on weekends (not including Public Holidays) will be paid at the rate of time and one half.

Examples where overtime is applicable:

- Weekend temporary events
- For any unavoidable reason work is conducted beyond 8.30pm such as:
 - Emergency complaints and inspections

- Immunisation Clinics running overtime
- Food Safety Training (after 8.30pm)

If a staff member could not adjust their day and was required to start at their normal time and work through to the evening they would be entitled to be paid overtime (or claim toil at the appropriate overtime rate) for work in excess of 8 hours.

An example would be if either an admin officer or nurse was required to attend a school in the morning and a clinic in the evening.

Unless an unforeseen circumstance has occurred, overtime will only be approved if the employee has had prior approval from management.

Call Outs

In the event of an employee being called back to work for an emergency situation, a minimum of 3 hours overtime will be paid.

Permanent Part-time and admin staff at immunisation clinics.

Evening immunisation clinics are staffed on occasion by admin and nurses who come in at 5.00pm specifically for the occasion.

As the staffing of these afterhours clinics is essential a 3 hour minimum will be applied and overtime will be paid for any work undertaken after 8.30pm.

Local Government Income Protection Fund Members Guide

This document has been developed to assist members of the Local Government Income Protection Fund develop an understanding of the structure of the fund along with some of the guidelines which will be followed when considering claims and/or other matters that are referred to the fund.

The Local Government Income Protection Fund is a self-insurance Mutual Risk Product created for the benefit of Local Government Authorities and their employees.

It is important that all members of the Local Government Income Protection Fund are aware:-

- *The Local Government Income Protection Fund (LGIPF) is a Mutual Risk Product as defined by ASIC and is neither authorised under, nor subject to, the Provisions of the Insurance Act 1973.*
- *The LGIPF is not a product regulated by APRA.*
- *The LGIPF estimates its future liabilities based upon procedures which are supported by both independent legal and actuarial experts. The LGIPF may also maintain specific financial provisions for Late Reported Claims (IBNR) and future claim developments plus a Prudential Risk Margin. These provisions are amounts in addition to specific claim estimates.*
- *The LGIPF and the Scheme Manager have established financial targets to ensure that adequate financial resources are available to discharge future liabilities and make future payments. This is achieved via a combination of financial management strategies which may include purchasing reinsurance, developing risk margins and retaining surplus funds. A Scheme Committee reviews the operating financial statements at regular intervals and an independent audit occurs annually with its findings reported to members.*

General Considerations

The Benefits

Where an Employee of the Member suffers an Injury or Illness, the Member may submit a claim to the Scheme Manager seeking indemnity from the LGIFP in accordance with Scheme Rule 9. When considering any claim for which a Member seeks indemnity, the Scheme Manager will be guided by the following guidelines. The Scheme Manager will also consider the cover provided under the Insurance Cover purchased by the LGIFP when assessing claims made by Members.

Notwithstanding these Guidelines, the Scheme Manager maintains the sole and absolute discretion in determining whether it will grant indemnity and if so on what basis.

Membership Period

Members of the LGIFP shall be those eligible bodies which have been admitted to membership and have paid all contributions for the relevant membership period.

Words With Specific Meaning

Accident or Accidental shall generally mean a sudden, unforeseen and unexpected event, happening by chance.

Benefit Period shall generally mean the total period for which Temporary Total and Partial Disablement occurs in respect of any one Injury or Illness up to a maximum of 104 weeks other than for psychological illness where the maximum period is for 26 weeks.

Commencement of Cover means with respect to an individual Employee, either the commencement date of the membership or the commencement date of employment with the Member, whichever is the later.

Compensation means the benefits set out in the Table of Benefits

Employee's Occupation means the Employee's usual business or occupation immediately prior to an Injury or Illness.

Excluded Claim Period generally means the period at the beginning of any period of Temporary Total or Partial Disablement during which no benefits are payable.

The excluded claim period will generally be determined as:-

- the first ten (10) working days for all claims other than
- claims relating to injuries resulting from amateur participation in organised training, practicing or playing football (all codes) associated with any club or clinic: 20 working days;
- claims arising from any Psychological Illness: 20 working days.
- claims relating to the Workcover Top Up Benefit are not payable for the period of 13 weeks or until such time as the employee receives notification from the relevant statutory workers compensation scheme that weekly entitlements will be reduced pursuant to Section 35A(2) of the Worker's Rehabilitation and Compensation Act 1986, whichever occurs later.

Illness means any sickness or disease contracted by an Employee which results solely and directly and independently of any other cause in Temporary Total Disablement or Temporary Partial Disablement, provided such disablement commences during the membership period and continues for a period of not less than ten (10) working days from the initial date of treatment by a Medical Practitioner.

Income means the gross weekly rate of pay inclusive of overtime payments, bonuses, commissions or allowances averaged over the prior 12 months or over such shorter period as the employee has been continuously employed. Where an Employee has elected to salary sacrifice his or her income, Income shall be deemed to mean the weekly average of the total cost of employment inclusive of items salary sacrificed.

Injury means any Accidental injury to an Employee caused by an Accident which occurs during the membership period but does not include any condition which is also an Illness or any degenerative condition provided that the Injury results in any of the events specified in the Table of Benefits within 12 calendar months from the date of such Injury.

Journey means travel (including boarding or alighting from any vehicle used for such travel) between the employee's Place of Residence and Place of Employment for the purpose of going to or returning from work or for work related purposes. Journey shall also include all other travel undertaken in the course of the Employee's Occupation, which is not covered by any workers' compensation legislation.

Medical Practitioner means a person who is registered under and recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the Injury or Illness.

Membership Period means the period for which membership has been provided to an eligible body.

Paraplegia means total and permanent paralysis of both legs and part or whole of the lower half of the body.

Permanent means continuing for at least 12 months and which thereafter will, in all probability, continue for life.

Psychological Illness means any Psychological Illness or any other disorder of the mind (including but not limited to anxiety disorders, depression, psychiatric sequelae complications of physical conditions, behavioural disorders) or chronic fatigue syndrome.

Place of Employment means the site at which the Employee is currently working, or the first or last place of business activity of the day.

Place of Residence means the boundary of Employee's usual place of residence, however, in the event of temporary absences from the Employee's usual place of residence will also include the boundary of the temporary accommodation.

Pre-Existing Injury or Illness Injury or Illness for which the Employee received medical advice or treatment in the 12 months before the Commencement of Cover.

Private Journey means any travel undertaken by an Employee as a driver or passenger in or on any legally registered motor vehicle or cycle operating on a public thoroughfare, or riding as a fare-paying passenger in any form of public transport or any legally licensed aircraft travelling between recognised airports over recognised air routes.

Professional Sport means any sport played by an Employee from which that Employee received payment or financial reward that constitutes more than fifty percent of the Employee's Income earned from personal exertion for the period of time played.

Quadriplegia means total permanent paralysis of both legs and both arms.

Temporary Partial Disablement means the inability directly and solely as a result of Injury or Illness of the Employee to carry out a substantial part of the Employee's Occupation or an alternative occupation for which the Employee is reasonably qualified by education, training or experience.

Temporary Total Disablement means the inability directly and solely as a result of Injury and occurring within 12 months thereof, that prevents the Employee from carrying out all the normal duties of the Employee's Occupation or an alternative occupation for which the Employee is reasonably qualified by education, training or experience. Temporary Total Disablement will also mean such inability occurring in the same circumstances resulting from an Illness.

Total Disablement means the inability directly and solely as a result of Injury or Illness that prevents the Employee from obtaining gainful employment in the Employee's Occupation, or an alternative occupation for which the Employee is reasonably qualified by education, training or experience, directly and solely as a result of Injury. If after three months of an Injury a recognised specialist medical opinion indicates that the disability will continue permanently, then the 12 month qualifying period is waived.

Workcover Top Up Benefits For Workcover Top Up Benefits – is calculated at the Insured person's ordinary time rate of pay, including regular shift allowance and all other regular allowances, averaged over the 12 months prior to the injury or illness or any shorter period that they have been engaged in their occupation.

Benefits

Capital Benefits

Conditions

For those Conditions detailed within the Table of Benefits below, consideration will be given to paying Compensation expressed as a percentage of a \$15,000 amount

Any Condition must result directly, solely and independently of any other cause from Injury and occur within 24 months of such Injury.

The Events

The Compensation (as a percentage of the Capital Sum)

1.	Death	100%
2a.	Permanent Total Disablement	100%
2b.	Permanent Disability not otherwise provided for in the Table of Benefits	Such percentage of the Capital Sum as the Scheme Manager shall in determine as consistent with the Compensation provided under Conditions 1 - 30, but not exceeding 75% of the \$15,000 maximum.
3.	Permanent Quadriplegia	100%
4.	Permanent Paraplegia	100%
5.	Permanent and Incurable paralysis of all limbs	100%
6.	Permanent unsound mind to the extent of loss of legal capacity	100%
7.	Permanent total loss of sight in one or both eyes	100%
8.	Permanent total loss of hearing in both ears	100%
9.	Permanent total loss of the lens of one eye	50%
10.	Permanent total loss of hearing in one ear	50%
Permanent Total Loss Of Use		
11.	Both hands	100%
12.	Both arms	100%
13.	Both feet	100%
14.	Both legs	100%
15.	One hand or one foot	100%
16.	One hand or one arm	100%
17.	One foot or one leg	100%
18.	Four fingers and one thumb of one hand	75%
19.	Both joints of one thumb	30%
20.	One joint of one thumb	15%
21.	Three joints of one finger	15%
22.	Two joints of one finger	15%

23.	One joint of one finger	5%
24.	All toes on one foot	15%
25.	Great toe - both joints	5%
26.	Great toe - one joint	3%
27.	Each toe other than great toe	1%
28.	Third degree burns and/or disfigurement received from fire or chemical reaction which extended to cover more than of the entire external body	50%
29.	Necessary surgical removal of internal organs – per organ	10%
30.	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth – per tooth	1%

Weekly Injury Benefit

The Events The Compensation

Injury, resulting in:

31.	Temporary Total Disablement	During disablement, 100% of weekly income defined.
32.	Temporary Partial Disablement	During Disablement, a minimum of 25% of Event 31 per week.

Weekly Illness Benefit

The Events The Compensation

Illness causing:

33.	Temporary Total Disablement	During disablement, 100% of weekly income defined.
34.	Temporary Partial Disablement	During Disablement, a minimum of 25% of Event 31 per week.

We will consider paying weekly benefits while the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement up to 104 weeks unless the disablement is caused directly or indirectly by Psychological Illness. Claims for Psychological Illness will be considered for a maximum of 26 weeks.

The weekly benefit period will commence at the conclusion of the excluded claim period.

Workcover Top Up Benefit

The Cover

Compensation shall only be payable when the employee suffers an Injury or Sickness under such circumstances as gives the employee the right to claim Compensation in respect thereof from the employer, or any other person or body liable to pay Compensation under or by virtue of any Workers' Compensation Act or Ordinance or WorkCover providing for payments of Weekly Compensation whether such right is exercised or not.

The Benefits

After the expiry of the Excluded Claim Period, the Fund will provide Workers Compensation Top-Up to 100% of the employees average pre-injury earnings for up to 104 weeks from the date of injury or sickness.

The maximum benefit payable will be in relation to a reduction pursuant to Sections 35A(2) & (3) of the Worker's Compensation and Rehabilitation Act 1986.

Weekly benefits are not payable for an Insured person for any period after their 70th birthday.

Crisis Illness Benefit

A Crisis Illness Benefit of 13 weeks advance payment of income (less the Excluded Period of Claim applicable), will be considered from the date the Employee suffers a Crisis Illness.

The LGIPF considers Crisis Illnesses to include:

- (a) "Heart Attack" (myocardial infarction), which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be supported by the following criteria being consistent with a heart attack:
 - New confirmatory electrocardiograph (EECG) changes; and/or
 - Elevation of cardiac enzymes.
- (b) "Coronary Artery Bypass Surgery", which means the actual undergoing of coronary artery bypass surgery which is considered medically necessary to correct or treat coronary artery disease but not including angioplasty, other intra-arterial or laser procedures.
- (c) "Malignant Cancer", which means the histologically confirmed first diagnosis of a disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue, requiring major interventionist treatment such as radiotherapy, chemotherapy, or biological response modifiers; includes malignant cancers that are completely untreatable.

The term "Malignant Cancer" generally includes:

- Leukaemia (other than chronic lymphocytic leukaemia less than Ria Stage 3 or Binet stages A and B); and
- Malignant disease of the lymphatic system such as Hodgkin's Disease.

The term "Malignant Cancer" excludes:

- Any non-invasive cancer;
 - All skin cancers except invasive melanoma of Clark Level 3 and above or greater than 1.5mm maximum thickness;
 - All hyperkeratosis or Basal Cell Carcinoma (BCC) of skin and Squamous Cell Carcinoma (SCC) of skin unless metastasised;
 - Kaposi's Sarcoma and other tumours associated with Acquired Immune Deficiency Syndrome (AIDS) or HIV infection;
 - Prostate cancers which are histologically described as TNM classifications T1 or are of another equivalent or lesser classification; and
 - Tumours treated by endoscopic procedures alone.
- (d) "Chronic Kidney Failure", which means the end stage of renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which Permanent regular renal dialysis is instituted or renal transplantation is undertaken.

- (e) "Stroke", which means a cerebrovascular event producing a neurological condition or symptoms lasting at least 24 hours. This requires clear evidence on a Computerised Tomography (CT), Magnetic Resonance Imaging (MRI) or similar scan that a stroke has occurred and of;
- (i) perished infarction of brain tissue;
 - (ii) intracranial or subarachnoid haemorrhage; or
 - (iii) embolisation (blood clot or air bubble) from an extracranial source.

Cerebral symptoms due to transient ischaemic attacks, reversible neurological deficit, migraine, cerebral injury resulting from trauma or hypoxia, disturbances of vision or balance due to disease of the eye, optic nerve or the vestibular apparatus of the ear are excluded.

The Crisis Illness Benefit will be considered, whether or not the Employee is able to work or requires continuing medical treatment.

Funeral Benefit

Following the death of an Employee as a result of an Injury occurring within 24 months of a claim being submitted to the LGIPF, the Scheme Manager will consider reimbursing funeral expenses incurred to a maximum of \$5,000.

Education Benefit

Following the death of an Employee as a result of an Injury occurring within 24 months of a claim being submitted to the LGIPF, the Scheme Manager will consider reimbursing an education benefit of \$1,000 per dependant child for each of the deceased Employee's dependent children under the age of 18 years.

Rehabilitation Benefit

During any period of disablement, the Scheme Manager may arrange and pay for rehabilitation assistance and the Employee must comply with a reasonable request made to undertake a rehabilitation program.

Exposure

The Scheme Manager will also consider paying the Employee the Compensation stated in the Table of Benefits if as the result of such Injury or Illness to the Employee is exposed to the elements and as the result of that exposure within 12 months suffers an event set out in the Table of Benefits.

Disappearance

If the body of an Employee is not found within 12 months after an Accident, death will be presumed in the absence of any evidence to the contrary. The Death Compensation set out in the Table of Benefits shall become payable, subject to a signed undertaking by the beneficiary that if the Employee is subsequently found alive, the Death Compensation amount paid shall be refunded to LGIPF.

Special Provisions

Broken Periods of Disablement

Where an Employee suffers a recurrence of an Injury or Illness during the membership period such recurrence will be treated as a continuation of the original Injury or Illness. The maximum Benefit Period in respect of any one Injury or Illness shall be 104 weeks except for Psychological Illness where the maximum benefit is 26 weeks. However, if the Employee has performed that Employee's Occupation on a full time basis for at least six (6) continuous months after returning from the Injury or Illness any further Injury or Illness shall be deemed the result of a new Injury or Illness and be subject to a new Excluded Period of Claim and Aggregated Benefit Period.

Disablement Resulting From a Pre Existing Injury or Illness

Where an Employee suffers Temporary Total Disablement or Temporary Partial Disablement which is wholly or partially, directly or indirectly caused by, contributed to by or aggravated by a Pre Existing Injury or Illness no Compensation will be considered unless a minimum period of 12 months has elapsed between the last date of medical advice or treatment and the date of Temporary Total or Temporary Partial Disablement.

Compensation Limitation

Compensation will generally not be considered ;

- (a) under more than one of the Events 31, 32, 33 or 34 in respect of the same period in time; or
- (b) under Events 31, 32, 33 or 34 in excess of the aggregate period shown against these Events in respect of any one Injury or Illness.

The Compensation payable under Events 31 or 33 shall be limited to the he Employee's Income.

If the Employee is entitled to receive benefits under:

- (a) any Workers' Compensation Act or ordinance, then the Compensation shall not be payable under Events 31 or 33 except in the event of pended or rejected workers compensation claims, or in the event the Insured person is entitled to benefit under the Workcover Top Up Benefit; or
- (b) any Statutory Transport Accident Compensation scheme or any legislation having a similar effect in respect of the same Injury or Illness then the Compensation payable under Events 31 or 33 shall be reduced by the amount necessary to limit the total of all such payments and/or compensation to the Employee's Income.

The Compensation payable under Event 31 or 33 shall only be reduced by the amount actually received under any Statutory Transport Accident Compensation scheme or any legislation having a similar effect.

Pended or Rejected Workers Compensation Claims

Should an Employee suffer an Injury or Illness and they apply to receive benefits under any Workers Compensation Act or ordinance and their claim for benefits is pended or rejected, the Employee may be entitled, subject to Scheme Rule 9, to payment of benefits until such time as a final determination is made but in any event no longer than 12 weeks.

Capital Benefits

- (a) Any event referred to in any Schedule of Capital Benefits in this Policy must occur within 24 months of the date of Injury.
- (b) Only one (1) Capital Benefit will be payable for any one (1) Injury, except in the case of Events 18 to 27.
- (c) In the event the Employee is entitled to receive any benefit from any insurance required by law or any workers' compensation or statutory transport accident compensation scheme, or any insurance which provides a capital or lump sum benefit in the event of Injury (the "first policy") the benefits payable under this section shall be limited to that part of the benefit payable which is not covered by the other insurance and/or statutory entitlement.

Claims Control

The Scheme Manager will control all claims and all Members who submit a claim for indemnity from the LGIPF, agree to allow the Scheme Manager to investigate, defend and resolve any claim made by an employee and if required take legal action in the name of the Member against another person to recover any claim payment made.

Claims not likely to be accepted by the LGIPF

Claims considered by the LGIPF shall first be considered within the Pooled Cover and then the Insurance Cover arranged by the LGIPF.

Claims which are unlikely to receive positive consideration in relation to any occurrence, event, Injury or Illness are those

- a) which exceeds the Pooled Cover and is not included within the Insurance Cover
- b) which exceed the Pooled Cover and Insurance Cover
- c) resulting from or in any way related to :
 - (i) war whether declared or not, act of terrorism, invasion, civil war, rebellion, insurrection, riot or civil commotion; for the purpose of this exclusion (i), an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;
 - (ii) (ii) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear or nuclear waste from the combustion of nuclear fuel;

- (iii) flying or engaging in any aerial activities;
- (iv) any Injury deliberately inflicted by or on behalf of the Insured Person or suicide or any attempt at suicide;
- (v) any Illness arising out of pregnancy, childbirth or miscarriage for the first calendar year from the initial treatment by a Medical Practitioner of such an Illness;
- (vi) the Insured Person(s) engaging in any employment, profession, business, trade or occupation for which taxable income is derived or a workers compensation claim is payable whether or not a claim is made, except where the Insured person is entitled to benefit under the Workcover Top Up Benefit;
- (vii) any pre-existing medical condition, Illness,
- (viii) any sexually transmitted or transmissible disease
however, this exclusion (viii) shall not apply to any transmissible disease as a result of contracting that disease whilst in the care or supervision of a Medical Practitioner;
- (ix) participation in active military service (including training) in any of the armed forces (including reserves);
- (x) any illegal or criminal act committed by an Insured Person;
- (xi) an Insured Person participating in or training for any Professional Sport, or racing in or on any motor powered conveyance;
- (xii) an Insured Person driving a motor vehicle whilst having a percentage of alcohol in their breath or blood in excess of that permitted by law;
- (xiii) an Insured Person knowingly taking poisonous substances or drugs, unless a Medical Practitioner has prescribed them;
- (xiv) alcoholism;
- (xv) Journey or Private Journey.

LGIPF Scheme Rules

The LGIPF has developed an extensive set of Scheme Rules which also outlined requirements and obligations of Members. The Scheme Rules should be considered in conjunction with these Guidelines to ensure that members are fully aware of the scheme's operation.

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1. **Operation of Rules**
These Rules operate from 4.00 pm 30 June 2005.
2. **Definitions**
In these Rules, the following words have the meanings given to them:
 - 2.1 "Overview Committee" means the committee appointed in accordance with these Rules..
 - 2.2 "Claim" means any claim made upon a Member by an employee in respect of an injury &/or illness during the term of this Scheme.
 - 2.3 "Injury" means any Accidental injury to an employee of a Member caused by an accident which occurs during the Fund Period and results in a claim within 12 calendar months from the date of such Injury. An injury does not include any condition which is also an illness or any degenerative condition.
 - 2.4 "Illness" means any sickness or disease contracted by an employee of a Member which results solely and directly and independently of any other cause in Temporary Total Disablement or Temporary Partial Disablement, provided such disablement commences during the Fund Period.
- 2.5 "Eligible Body" means:
 - 2.5.1 Local Government Association of South Australia (LGA);
 - 2.5.2 The Local Government Finance Authority of South Australia;
 - 2.5.3 Local Government Superannuation Board;
 - 2.5.4 LGCS Pty Ltd;
 - 2.5.5 All Councils and subsidiaries constituted pursuant to the provisions of the Local Government Act, 1999;
 - 2.5.6 Any other body so prescribed by the provisions of the Local Government Act, 1999;
 - 2.5.7 Any other body admitted to the Scheme.
- 2.6 "Fund" means the fund established and maintained in accordance with the Local Government Income Protection Fund Trust Deed and these Rules.
 - 2.7 "Insurance Cover" means insurance cover purchased or procured for and on behalf of Members to protect the Fund in the amount determined from time to time by the Trustee.
 - 2.8 "Scheme Manager" means the Manager appointed in accordance with the Local Government Income Protection Fund Trust Deed.
- 2.9 "Member" means an Eligible Body admitted at the discretion of the Scheme Manager to membership of the Scheme.
 - 2.10 "Scheme" means The Local Government Income Protection Fund.
 - 2.11 "Ordinary Resolution" means a resolution passed with the majority of the votes of all persons present and entitled to vote at the meeting at which the resolution is put.
 - 2.12 "Pooled Cover" means cover provided from the Fund to meet Claims by Members in the amount determined from time to time by the Scheme Manager.
 - 2.13 "Unanimous" means a resolution passed with the unanimous vote of all persons present and entitled to vote at the meeting at which the resolution is put.
 - 2.14 Any terms defined in the Local Government Income Protection Fund Trust Deed and used in these Rules have the same meaning in these Rules.
3. **Delegation**
 - 3.1 The Scheme Manager may delegate power, function or duty under these Rules subject to such limitations and conditions as may be determined by the Scheme Manager.
4. **Objectives of the Scheme**
 - 4.1 The objectives of the Scheme are to provide to Members assistance in respect to their potential and
5. **Memberships**
 - 5.1 The Eligible Bodies set out in Rules 2.5.1 to 2.5.5 inclusive are automatically entitled to membership of the Scheme.
 - 5.2 The Scheme Manager may from time to time admit to membership of the Scheme any other Eligible Body which makes application and agrees to be bound by these Rules.
 - 5.3 In exercising discretion to admit an Eligible Body to membership of the Scheme, the Scheme Manager and the Overview Committee may take into account any matter which it deems relevant.
- 4.1.1 advice in respect of minimising the occurrence and severity of injuries and/or illnesses;
- 4.1.2 assistance in the administration, investigation, management and resolution of all Claims;
- 4.1.3 assistance with the rehabilitation of employees suffering from injuries or illnesses;
- 4.1.4 legal representation, if required, in respect of all Claims; and
- 4.1.5 financial assistance by way of discretionary grants in respect of the Indemnity provided to the Members.

actual liabilities for any claim by an employee in respect of an injury &/or illness as more particularly set out in these Rules and including but without limiting the generality of the foregoing:

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- 5.4 In respect of each Fund Period, the Members shall be those Eligible Bodies which have been admitted to membership and have paid all moneys due in respect of their membership.
- 5.5 At the discretion of the Scheme Manager the benefits of membership may be limited to Pooled Cover, to limited Insurance Cover or any combination of those matters.
- 5.6 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.
6. **The Overview Committee**
- 6.1 The Scheme Manager, in consultation with the LGA, may establish an Overview Committee to assist with the management of the Scheme.
- 6.2 Membership of the Overview Committee will be for a term of three years which can be renewed from time to time.
- 6.3 The Overview Committee will comprise:
- 6.3.1 Three members representing Local Government Councils;
- 6.3.2 The Executive Director of LGA.
- 6.3.2 Two members appointed by the Scheme Manager;
- 6.3.3 One representative of each Local Government Union.
- 6.4 Every member of the Overview Committee may have a deputy appointed by the member who may attend meetings and vote in the absence of the member.
- 6.5 Save for any matter which under the Rules requires a Unanimous Resolution, questions arising at a meeting of the Overview Committee shall be decided by Ordinary Resolution.
- 6.6 Three members of the Overview Committee constitute a quorum for any meeting of the Overview Committee.
- 6.7 Members of the Overview Committee will be entitled only to one vote on any matter.
- 6.8 The Scheme Manager shall report annually to LGA and the Members on all aspects of the operation of the Scheme for the preceding Fund Period.
- 6.9 A member of the Overview Committee (including a deputy) will incur no personal liability for an honest act or omission in the performance or purported performance of powers, functions or duties of the Overview Committee.
- 6.10 A liability that would, but for Rule 6.9 lie against a member of the Overview Committee, lies instead against LGA.
7. **Fund**
- 7.1 The Scheme Manager shall establish and maintain a Fund pursuant to clauses 5 and 15 of the Local Government Income Protection Fund Trust Deed to meet the objectives and for that purpose shall at the commencement of each Fund Period charge the Members a contribution to be paid into the Fund to assist in meeting:
- 7.1.1 such Claims as may be made by any one or more of the Members to the extent of the Pooled Cover;
- 7.1.2 the premium payable to an appropriate Insurer to provide Insurance Cover for the Members during that Fund Period;
- 7.1.3 the operating expenses of the Scheme for that Fund Period;
- 7.1.4 any grants or allocations to Members which the Scheme Manager in its discretion may make;
- 7.1.5 an administration fee payable to LGA for the performance by LGA of its functions and duties under these Rules;
- 7.1.6 any other amount determined by the Scheme Manager to be required for the continuation of the Scheme.
- 7.2 Each Claim shall be met:
- 7.2.1 to the extent that the Claim does not exceed the amount of the Pooled Cover, from the Fund;
- 7.2.2 to the extent that the Claim exceeds the amount of the Pooled Cover:
- 7.2.1 to the amount of the Pooled Cover, from the Fund;
- 7.2.2 thereafter from Insurance Cover to the extent of that cover;
- 7.2.3 to the extent that the Claim exceeds the amount of the Pooled Cover and the Insurance Cover;
- 7.2.3.1 to the amount of the Pooled Cover, from the Fund;
- 7.2.3.2 to the amount of the Insurance Cover, to the extent of that cover; and
- 7.2.3.3 the balance by the Member by whom the Claim was made.
- 7.3 The Members must contribute to the Fund in the proportions determined by the Scheme Manager.
- 7.4 The Scheme Manager shall administer the Fund with the intent that upon the settlement of all Claims made in any Fund Period:
- 7.4.1 any surplus remaining in the Fund attributable to that Fund Period shall be allocated at the absolute direction of the Scheme Manager toward liabilities of the Scheme for any other Fund Period whether future or past; and
- 7.4.2 any deficiency in the Fund in that Fund Period may be met by additional contributions charged by the Scheme Manager against each Member for in the proportion in which initial

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contributions were made to the Scheme for that Fund Period.

7.4.3 The Scheme Manager will receive advice from the Overview Committee in relation to the financial management of the Fund

8. Management of the Scheme

8.1 The Scheme Manager shall be Jardine Lloyd Thompson Pty Ltd pursuant to the Local Government Income Protection Fund Trust Deed.

8.2 The Scheme Managers duties shall include:

8.2.1 the preparation of the operating budget;

8.2.2 the calculation of contributions in conjunction with actuarial advice;

8.2.3 the recommendation of the level of Pooled Cover to be provided in any Fund Period;

8.2.4 the recommendation of the level of Insurance Cover in any Fund Period;

8.2.5 the purchase of Insurance Cover on the best terms available;

8.2.6 the management of Claims made by each Member including:

8.2.6.1 the investigation and assessment of those Claims;

8.2.6.2 discretionary consideration of Indemnity

8.2.6.2 the preparation of regular reports to LGA or the Overview Committee on the progress of Claims and the preparation of recommendations as to the settlement or otherwise of the Claims;

8.2.6.3 the issue of instructions to the Scheme's legal advisers for advice in respect of Claims

8.2.6.4 the provisions of loss prevention and risk minimisation guidelines;

8.2.6.5 the keeping of the accounts of the Scheme for each Fund Period;

8.2.6.6 the preparation of advice and recommendations on the investment of any moneys of the Fund not immediately required;

8.2.6.7 the preparation of regular reports to LGA or the Overview Committee in respect of:

8.2.6.7.1 Claims outstanding;

8.2.6.7.2 the estimation of Indemnity in respect of each outstanding Claim;

8.2.6.7.3 the ability of the Fund to meet the estimated Claim costs;

8.2.6.7.4 the assessment of further contributions required, if any;

8.2.6.7.5 the investment of the monies of the Fund not immediately required;

8.2.6.7.6 the allocation of surplus money in the Fund, if any.

8.3 The Scheme Manager shall be available at all times to LGA, and to the Overview Committee and to any member of the Overview Committee or any of the Members to answer any questions on the conduct of the activities of the Fund.

9. Admission of Claim for Indemnity

The Scheme Manager shall consider any Claim for which a Member seeks Indemnity from the Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as the Scheme Manager may consider appropriate determine whether it will grant Indemnity for the Member from the Fund in respect of any such Claim.

10. Duties of the Overview Committee

10.1 The Overview Committee shall advise the Scheme Manager with the following objectives:

10.1.1 to achieve and implement the objectives of the Scheme;

10.1.2 to ensure from a financial perspective that the Scheme is viable;

10.1.3 to conduct its business in such manner as is resolved by the Overview Committee from time to time;

10.1.4 to determine whether the Scheme Manager should admit to membership of the Scheme an Eligible Body;

10.1.5 to recommend to the Scheme Manager any changes to the Rules;

10.1.6 to review the performance and function of the Scheme.

10.1.7 to advise as to the extent of Claims to be indemnified from the Fund;

10.1.8 to advise the amount of Pooled Cover to be provided for the Members from the Fund;

10.1.9 to recommend the amount and nature of Insurance Cover to be purchased and to determine the insurer for this purpose;

10.2 The Overview Committee shall consider regularly the reports of the Scheme Manager in relation to Claims and shall submit its advice to the Manager as to any Claim ;

10.3 The Overview Committee may establish such committees as it deems fit to investigate and report on any matter relevant to the Scheme.

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10.4 The Overview Committee may recommend that the Scheme Manager use its discretion to alter the amounts to be expended in respect of the items listed in the budget for each Fund Period where necessary to meet the purposes of the Scheme.

10.5 Where it becomes apparent to the Overview Committee that for any Fund Period the Fund will be insufficient to meet Claims payable from the Fund, the Overview Committee should so advise the Scheme Manager which may at any time require the payment by the Members of an additional contribution in the same proportions as the contribution paid by each of the Members to the Fund for that Fund Period in order to ensure that all Claims upon the Fund for that Fund Period are able to be met.

11. Additional Powers of Scheme Manager

11.1 Limit of Exposure

Subject to admitting a Claim, a Member's entitlement from the Fund shall never exceed the Pooled Cover for each Claim. Entitlement to claim from Insurance Cover shall be as contracted by the Scheme Manager on behalf of all Members. The quantum of any Claim above the Insurance Cover shall be the responsibility of the Member.

11.2 Defaulting Member

The Scheme Manager may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to Pooled Cover or Insurance Cover or both.

11.3 Special Risks

The Scheme Manager may by written notice to a Member exclude the Member from any or a defined entitlement to Pooled Cover or Insurance Cover with respect to a "special risk" of loss or damage as determined by the Scheme Manager.

11.4 Other Insurance

A Member is not entitled to Indemnity from the Pooled Cover for any loss or damage which at the time of the happening of such loss or damage was otherwise indemnified or insured by or would, but for the existence of this Scheme be indemnified or insured by any other policy or policies of insurance or otherwise except in respect of any indemnity beyond the amount which would have been payable under such other policy or policies had this Scheme not been effected.

This Rule is to be construed to also exclude Claims occurring prior to 4.00 pm on the 30 June 2005.

12. Claims Procedure

12.1 Notice

A Member shall as a condition precedent to making a Claim and subject to the default provisions as a condition of continued membership forthwith give to the Scheme Manager written notice of any circumstance or occurrence of which the Member shall become aware which is likely to give rise to a Claim ;

12.2 Waiting Period

Each member and/or employee will be liable for the first amount of any Claim to be known as the "waiting Period". The Waiting Period may be a differential amount for each Member and for each Claim or a combination of both. The Waiting Period will be determined by the Scheme Manager

12.3 Authorisation

A Member shall not authorise, settle or make or promise any payment in respect of any Claim or incur any costs or expenses in connection therewith without the authorisation of the Scheme Manager which if it so wishes shall be entitled to take over and conduct in the name of the Member the settlement of any such claim for which purpose the Member shall give all such information and assistance as the

Scheme Manager may reasonably require.

12.4 Increase in Risk

A Member shall forthwith give to the Scheme Manager full particulars in writing of any material increase or change in the risk and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be reasonably required by the Scheme Manager in respect of such risk exposures.

12.5 Fraudulent Claims and False Information

If a Member and/or employee shall make any Claim knowing the same to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement shall become void and all benefits hereunder relating to that Claim shall be forfeited.

12.6 Continued Support

During the continuance of any Claim made by an employee, the Member and/or employee shall provide the Scheme Manager with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation and resolution of any such Claim.

12.7 Subrogation

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Every Member seeking Indemnity under the Scheme shall by membership of the Scheme have agreed to subrogate to the Scheme Manager its rights to investigate, defend and resolve any claim made by an employee.

12.8 Special Assistance

Any Member requiring special assistance by way of a grant or otherwise may make written application for such to the Scheme Manager whereupon the matter shall be dealt with and in doing so may request any information from the Member and may resolve to refuse the grant, or make the grant on such terms and conditions as it deems appropriate.

13. Contributions

13.1 Contributions for each Fund Period shall be as determined by Scheme Manager having regard to any matter which it determines relevant.

13.2 Contributions once paid by a Member to the Fund shall not be recoverable in whole or in part by the Member for any reason unless agreed by the Scheme Manager.

13.3 Contributions by each Member shall be applied by the Scheme Manager at its discretion toward the accumulation of the Fund, the purchase for and on behalf of each Member (as one of a group of Members of the Fund) of Insurance Cover for each Member in excess

of the level of Pooled Cover and otherwise in furtherance of the objectives of the Fund.

13.4 Contributions for each Member shall be determined by the Scheme Manager and for the purpose of determining the appropriate contributions for each Member, the Member shall provide Scheme Manager such information as is required to determine:

13.4.1 the history of Indemnity claims against the Member;

13.4.2 the estimated wages and/or entitlements used to determine each Member's contribution are to be calculated periodically;

13.4.3 any other matter requested by the Scheme Manager.

13.5 Additional contributions may be levied by the Scheme Manager against any Member at any time and for any reason as determined by the Scheme Manager.

14. Financial Provisions

14.1 The Scheme Manager shall in the name of the Scheme open an account with a Bank of its choice.

14.2 All moneys received in respect of the Fund shall be immediately

deposited to the credit of the bank account.

15. The Scheme Manager shall appoint an auditor to audit the books of account kept in respect of the Fund.

16. Actuary

16.1 The Scheme Manager shall appoint an actuary to advise on all aspects of the Scheme.

16.2 The Scheme Manager will procure actuarial advice as and when required and at least annually for the purpose of preparing the budget.

16.3 The annual actuarial report will be provided to the Scheme Manager and the Overview Committee

17. Accumulation

The Scheme Manager is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more Fund Period for any purpose consistent with the objectives of the Scheme.

18. Termination of Membership

18.1 A Member may terminate membership of the Scheme by notice in writing to that effect or by failing to pay contributions levied

by the Scheme Manager within the time prescribed and in such case the Member shall not thereafter be entitled to any benefits which may otherwise have been forthcoming from the Scheme.

18.2 A Member which fails to give at least ninety (90) days written notice of intention to withdraw from the Scheme or which otherwise fails to comply with time requirements of the Scheme Manager shall pay to the Fund any costs incurred by the Scheme Manager, or the Overview Committee as a result of such failure and any costs may be recovered by the Scheme Manager against the Member as a debt.

18.3 Termination of membership of a Member shall not vary or waive the obligations of the continuing Members.

18.4 Termination of membership shall not affect the withdrawing Member's current or subsequent obligation to make further contributions for any Fund Period during which the membership was current including the Fund Period of termination.

18.5 Membership may be terminated by the Scheme Manager in the event that a Member:

18.5.1 fails to comply with the reasonable directions of the Scheme Manager or the Overview Committee as to the conduct of its operations so as to minimise risk;

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18.5.2 fails to allow a risk management audit to be undertaken by the Scheme Manager or by the Scheme Manager's nominee;

18.5.3 fails to comply with sound risk management practice;

18.5.3 fails to pay contributions within the time prescribed by the Scheme Manager;

18.5.4 commits any breach of these Rules.

18.6 Termination of membership shall not otherwise affect entitlement to indemnity for any Claim already admitted by virtue of Rule 9 nor vary or waive the obligations of the defaulting Member to comply with the provisions of the Rules in respect of any Fund Period during which the defaulting Member was a Member of the Scheme.

18.7 If a Member is in default in payment of a contribution or in any other way so that the Scheme suffers any financial loss or incurs additional expense the Scheme Manager may as an alternative to termination under Rule 18.5 require the defaulting Member to pay to the Fund an amount to be determined to reimburse the Scheme for the loss or additional expense.

A certificate of the Scheme Manager specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The

amount in the certificate may be recovered against the member as a debt payable by the defaulting Member.

18.8 If a Member fails to comply with a direction under Rule 18.5.1 the Scheme Manager may as an alternative to termination require the Member to pay an additional contribution to cover the additional risk or it may exclude that risk from the Pooled Cover and the Insurance Cover or it may otherwise limit the exposure of the Fund and the Insurer to such risk.

18.9 Subject to compliance with the termination procedures a defaulting Member may have its entitlements to Pooled Cover and Insurance Cover limited by the Scheme Manager under this Rule.

19. Determination of Disputes

19.1 If any dispute or difference (other than a decision by the Scheme Manager to terminate a membership) shall arise between any Member, any employee and the Scheme Manager out of or in connection with the operations of the Scheme such difference or dispute shall be

- First be referred for resolution to the Trustee, the Executive

Director of LG and the Chief Executive Officer of the Member

- If no successful resolution is achieved, referred to mediation.
- If no successful resolution is achieved by mediation, the matter shall be referred to arbitration in Adelaide conducted by a Solicitor or Barrister of the Supreme Court of South Australia as agreed by the parties or appointed for this purpose by the President of the Law Society of South Australia. The submission to arbitration and all proceedings there under shall be subject to the provisions of the Commercial Arbitration Act 1986 (as amended).

19.2 The decision of the arbitrator shall be final and binding upon the parties to the arbitration.

20. Amendment to Rules

20.1 These Rules may be amended at any time by the Scheme Manager.

20.2 Amendments to these Rules shall operate prospectively and not retrospectively.

20.3 Notice of any amendment shall be given forthwith to all Members.