

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number 02807/2019

Applicant Eastern Health Authority Inc

Other parties Tina-Marie Aghiana

Linked case(s)

Orders - Approval of Enterprise Agreement

Eastern Health Authority Enterprise Agreement 2019-2022

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 15 October 2019 and have a life extending up to 30 June 2022.

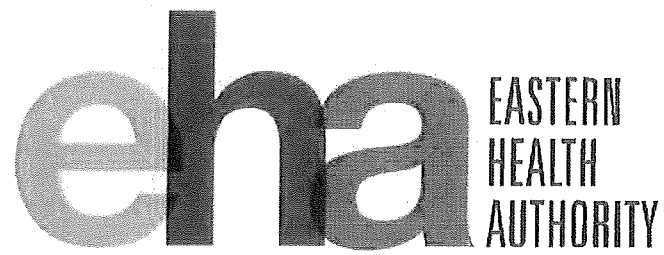
A handwritten signature in blue ink, appearing to read 'D Cairney', is positioned above the printed name of the Commissioner.

Commissioner Cairney

15 Oct 2019

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Eastern Health Authority Enterprise Agreement 2019-2022

local councils working together to protect the health of the community

EASTERN HEALTH AUTHORITY ENTERPRISE AGREEMENT – 2019-2022

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1 TITLE

This Agreement shall be known as the Eastern Health Authority Enterprise Agreement 2019.

2 DEFINITIONS

2.1 'Agreement' shall mean the Eastern Health Authority (EHA) Enterprise Agreement, 2016.

2.2 '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.

2.3 'Employer' shall mean the Eastern Health Authority.

2.4 'Enterprise Agreement Committee (EAC)' is a committee comprising Employer and employee representatives to negotiate the terms and conditions of the Agreement and to monitor its implementation.

2.5 'Salary' shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances, provided however for the purpose of clause 35 the salary shall be calculated on the applicable Agreement salary of the employee.

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

2.7 '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.

2.8 'Employee Representative' shall mean staff member(s) whose role is to effectively represent the interests of employees at the workplace.

3 PARTIES BOUND BY AGREEMENT

This Agreement shall be binding on the Eastern Health Authority and its employees under the Award, and including immunisation nurses employed by the Employer, except for the Chief Executive Officer.

4 DATE AND PERIOD OF OPERATION AND RENEGOTIATION OF AGREEMENT

4.1 This Agreement shall operate from the date of certification until 30 June, 2022.

4.2 The parties agree that negotiations to review this Agreement shall commence six months prior to the expiration of this Agreement.

5 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, the Agreement shall prevail over the Award. This Agreement supersedes all previous enterprise agreements negotiated between the parties.

6 ENTERPRISE AGREEMENT COMMITTEE (EAC)

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

6.2 The EAC shall consist of:

6.2.1 No more than three Employee Representatives

6.2.2 No more than three Employer representatives.

6.3 The role of the EAC shall be:

6.4 To formulate an Agreement acceptable to all parties.

6.5 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.

6.6 To negotiate, review and monitor the implementation of the Agreement.

6.7 To negotiate the next Agreement.

7 NO EXTRA CLAIMS

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

8 EMPLOYEE PARTICIPATION

8.1 The Parties:

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

9 EMPLOYEE RELATIONS / CONSULTATION

- 9.1** The parties recognise the need to maintain mutual trust and understanding to ensure effective employee/management relations throughout the organisation.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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.
- 9.5** 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:
 - 9.5.1** the modernisation of and/or significant change to work practices;
 - 9.5.2** 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;
 - 9.5.3** the purchase of significant new equipment;
 - 9.5.4** introduction of new technology;

- 9.5.5 reduction in the work force through voluntary redundancies and/or natural attrition;
- 9.5.6 change to current opening hours;
- 9.6 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.
- 9.7 Where management has made a definite decision to introduce change as set out under clause 9.5 above, the employees who may be affected by the proposed changes will be notified by management.

10 EMPLOYMENT SECURITY

- 10.1 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.
- 10.2 Subject to the provisions of sub-clause 10.6 below, there shall be no forced redundancies for the term of this Agreement, other than as detailed in clause 10.7 below.
- 10.3 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.
- 10.4 Training shall be made available to assist in re-deployment or appointment to a changed position.
- 10.5 An employee may be transferred to a position of a lower classification, where this occurs; the employee's wage will be maintained for a period of two years. At the conclusion of the two-year period, the employee will be re-classified into the new classification and will be paid in accordance with that classification.
- 10.6 Where positions are identified as redundant, the employee may seek a voluntary separation package in accordance with Clause 11 hereof.
- 10.7 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.

- 10.7.1 There shall be no forced redundancies during the period of notice.
- 10.7.2 During the period of notice, staff adjustments may occur through natural attrition and voluntary separation packages.
- 10.7.3 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 discussing redundancy arrangements to apply at the end of the notice period.
- 10.7.4 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.
- 10.7.5 The VSP formula prescribed under Clause 11 shall be applied to any employee who leaves voluntarily during the notice period or by direction at the end of the notice period, as a result of his/her position being redundant.
- 10.7.6 Where the Employer 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 suitably qualified and experienced to undertake the work.
- 10.7.7 An employee who occupies a redundant position may request the involvement of the Union in matters affecting their individual redundancy arrangements.

11 VOLUNTARY SEPARATION PACKAGES (VSP)

- 11.1 Where positions are identified as redundant, an employee may apply to access a voluntary separation package based on the following
 - 11.1.1 10 weeks notice of termination, or payment in lieu of notice.
 - 11.1.2 Three weeks' severance payment for every year of continuous service within Local Government, up to a total of 104 weeks.
 - 11.1.3 The Employer 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.

- 11.2 However, if within four weeks of the notification 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 Employer, the above shall not apply.

12 DISPUTE PROCEDURES

- 12.1 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.
- 12.2 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.
- 12.3 Should the matter remain unresolved:-
- 12.3.1 The appropriate Union may request the opportunity to address the Employer's Board in relation to the dispute.
 - 12.3.2 Either party may notify the South Australian Industrial Relations Commission of the dispute and seek conciliation proceedings.
 - 12.3.3 If conciliation does not achieve resolution, the matter may be referred to arbitration.
 - 12.3.4 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 is not at risk.

13 HOURS OF WORK

- 13.1 Weekly 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).
- 13.2 Ordinary Span of Ordinary Hours
Ordinary pay will be applicable between the hours of 7.00am and 8.30pm, Monday to Friday (excluding Public Holidays)
- 13.3 Standard Day
A standard day shall be of 7.6 hours duration worked normally between the hours of 8.44 am to 5.00 pm, with an unpaid meal break of 40 minutes.

13.4 Flexitime

EHA is committed to offering a Flexi-time scheme to eligible employees which enables them to vary their start and finish times with the aim to improve efficiency and enable employees to meet their out of work commitments. The principles and procedures regarding this scheme are outlined in the Flexitime Principles and Guidelines Document.

14 TERMINATION OF EMPLOYMENT

14.1 Resignation

Any employee, 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.

14.2 Certificate of Service

Upon cessation of employment, the Employer, when requested by the employee concerned, shall provide him/her with a certificate of service stating length of service, duties performed, and the classification of the employee.

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

14.4 Employees may 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.

14.5 If, upon the cessation of employment, an Employee owes any amount to the Employer, the Employer may offset the amount owed by the employee against any amount owed by the Employer to the employee.

15 CASUAL EMPLOYMENT

15.1 An employee engaged for a period of 800 hours or less in any year (measured from the employee's anniversary date), may be engaged as a casual on an hourly contract of employment, and such employee shall be entitled to be paid the casual rate of pay for the normal duties involved, calculated by reference to the applicable full-time detailed in Schedule 1. However, the provisions of this Agreement relating to annual leave, sick leave, public holidays and probationary or permanent employment shall not apply to a casual employee.

15.2 Casual employees will be entitled to a 20% loading in addition to the applicable full-time hourly rate equivalent to their classification.

- 15.3 A casual employee employed by Employer for more than 800 hours in a year, may seek to be engaged as a part-time officer, unless EHA and the employee otherwise agree.
- 15.4 A casual employee shall be entitled to overtime or penalty payment at the prescribed rate in respect of work performed outside the span of hours or in excess of the ordinary hours of work provided for in this Agreement.
- 15.5 Overtime rates for casual employees shall be applied to the hourly rate which included the 20% loading.

16 PART-TIME EMPLOYEES

- 16.1 A part-time employee may work up to 38 hours per week, worked normally between the hours 8.44 am and 5.00 pm by 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.
- 16.2 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 three hours.
- 16.3 Adjustment to all leave entitlements will be made proportionate to the additional hours worked over the employee's contractual hours of duty.
- 16.4 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 positions, capabilities and classifications.

17 OVERTIME ON WEEKENDS

- 17.1 All time worked on weekends will be paid at the rate of time and one half.
- 17.2 The time worked may be taken as Flexitime calculated at the rate detailed in 17.1.

18 MEAL BREAKS

Employees shall be entitled to a break of not less than 30 minutes 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.

19 PERSONAL LEAVE

19.1 Personal leave relates to leave required by the employee in respect of:

19.1.1 A personal injury or illness that prevents the employee from undertaking their usual duties (sick leave); and

19.1.2 The injury or illness of a member of their immediate family or household who requires the care and support of the employee, being the member's primary caregiver (family leave).

19.2 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 personal leave.

19.3 Personal leave will not be allowed consecutively with any other form of leave as a means of extending the leave period, unless such leave is supported by a medical certificate in respect of the absence.

19.4 An employee seeking personal leave 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.

20 TRADE UNION TRAINING LEAVE

20.1 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, provided that:

20.1.1 The maximum aggregate leave granted by the Employer does not exceed five days in any one calendar year.

20.1.2 Not less than four weeks' notice is given to the Employer 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 the Employer.

20.1.3 The Employer is able to make adequate staffing arrangements during the period of such leave.

20.1.4 At any one time, no more than one employee of the Employer be on leave pursuant to this clause.

20.1.5 The course is in accordance with the principle of promoting better industrial relations in matters pertaining to the employment relationship within the Employer.

20.2 Leave taken pursuant to this clause shall be counted as continuous service for the purposes of calculating leave entitlements.

20.3 Any dispute rising from the application of the provisions under this clause shall be dealt with under the Dispute Settling Procedures to this Agreement.

21 SPECIAL LEAVE WITHOUT PAY

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

Employees may therefore apply for Special Leave Without Pay 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. The decision to approve any such application will be entirely at the discretion of the Chief Executive Officer.

22 LONG SERVICE LEAVE (PRO-RATA)

22.1 The parties agree that employees will be able to take accumulated long service leave after seven years service, in blocks of no less than two weeks.

22.2 Long service leave accrued in the first 10 years of service must be taken by the completion of 12 years service, unless waived by agreement with the Employer.

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

22.4 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.

23 PURCHASED LEAVE

Employees can purchase up to two weeks of 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 may only 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 are to nominate once per annum (at the start of the financial year) the amount of leave to be purchased, as long as it is no greater than two weeks.

24 PAID PARENTAL / ADOPTION LEAVE

- 24.1 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 24.9 and 24.10, at the employee's base rate of pay, calculated on the employee's period of continuous service with the Employer in accordance with the table below:

Number of years continuous service at the date of the child's birth	Period of paid leave
2	6 weeks
3	8 weeks
4	10 weeks
5 or more	12 weeks

- 24.2 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
- 24.3 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 the Employer, in full, all monies paid in respect of that paid parental/adoption leave. The payment must be made in full to the Employer 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.
- 24.4 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.
- 24.5 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.

24.6 Absence on paid parental/adoption leave does not break an employee's continuity of service, and the employee will continue to accrue leave entitlements. However, the employee will not accrue leave entitlements during any period of unpaid parental/adoption leave.

24.7 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.

24.8 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.

24.9 Any amount of paid parental/adoption leave to which an employee is entitled under this clause will be reduced by the amount of any other entitlement to paid parental/adoption 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, 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, the Employer will not be required to make any payment to the employee.

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

24.11 Paid Partner's Leave

An employee, who produces to the Employer 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 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 years continuous service at the time of taking the leave;
- b) the period of two 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 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 leave entitlements.

25 GRACE DAYS

- 25.1 The parties have agreed that the Employer will be closed between Christmas Day and New Years Day in the 2019, 2020 and 2021 calendar years.
- 25.2 The Chief Executive Officer will email employees each year to confirm the dates on which the Employer will be closed and advise as to the dates of three 'Grace Days' within the Christmas/New Years Days closure period.
- 25.3 Part Time Employees will be entitled to a proportion of the 3 Grace Days equivalent to the days in a week that they work. As an example, a 0.6FTE employee will be entitled to 60% of the 3 Grace Days and will be required to use Annual Leave or Flexi-time for the remaining 40%.
- 25.4 Employees will be required to take annual leave with respect to any other day on which the Employer is closed around this period.
- 25.5 If the Employer is required, for whatever reason, to open or requires employees to attend for work between Christmas Day and New Years Day, the Employer may direct employees to attend for duties.
- 25.6 If directed to work on a Grace Day, an employee will be:
 - 25.6.1 Paid his/her ordinary rate of pay for that day (or portion of day worked); and
 - 25.6.2 Entitled to take a day (or equivalent portion of day worked) in lieu of the Grace Day at an alternative time agreed by the Employer and the individual employee.
- 25.7 If an employee applies for, and is granted, personal 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.

26 RIGHT OF ENTRY

Subject to the following conditions, an officer of the appropriate Union shall be permitted right of entry at the Employer's premises in order to attend to membership needs:

- 26.1 The appropriate Union officer shall give as much prior notice as practicable to the CEO in relation to a visit.
- 26.2 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 the Employer and employees.

27 ENGAGEMENT AND PROMOTION

- 27.1 When a new position is created by the Employer, or when an existing position becomes vacant, at the discretion of the Chief Executive Officer, the said position or vacancy may be advertised internally and externally simultaneously.
- 27.2 Any existing employee of the Employer shall be entitled to be interviewed for a promotional position within the EHA, providing that the employee meets the essential requirements of the job description (qualifications, experience etc.).
- 27.3 All positions will be filled on the basis of merit.

28 INCOME PROTECTION INSURANCE

EHA will provide income protection insurance for employees through the Local Government Income Protection Fund.

29 IMMUNISATION NURSES

- 29.1 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.

30 SUPERANNUATION / SALARY SACRIFICE

- 30.1 Choice of Fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to

Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

30.2 The amount of the Employer superannuation contribution will be:

For each employee who is making a "Salarylink Contribution" to Statewide Super:

- (a) 3% of the employee's salary (or as amended); and
- (b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed.

The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).

For each other Employee:

- (a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

30.3 Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

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

31 ALLOWANCES

The following allowances have been taken into account in establishing the salaries and Schedules for this Agreement and, as such, the following allowances do not apply to the employees:-

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

32 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, e.g. flooding, earthquake, food recalls, disease investigations, interruptions to power supply of vaccine fridge.

If any employee is required to attend for duties in an emergency situation, the employee will be entitled to payment in accordance with Clause 5.7 of the Award, or time off in lieu on an hour-for-hour basis.

33 BLOOD DONATIONS

Employees can request time off work to donate blood or blood products. Such paid time off work will be approved by the respective Team Leader/Coordinator for up to one (1) hour on no more than three (3) occasions per calendar year. An Employee may be requested to provide a certificate of attendance.

34 SALARY ADJUSTMENTS

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

- 2.25% at the first full pay period on or after 1 July 2019
- 2.25% at the first full pay period on or after 1 July 2020
- 2.25% at the first full pay period on or after 1 July 2021

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

35 SIGNATORIES

Signed for and on behalf of:

The Eastern Health Authority

MICHAEL LIVORI [Signature] Chief Executive Officer

Natasha Bevitt [Signature] Witness

on this 11th day of SEPTEMBER 2019

Signed for and on behalf of:

Eastern Health Authority Employees

[Signature] Tina Marie Aghara Employee Representative

[Signature] Jasmine Austin Witness

on this 13/9/20 13th day of SEPTEMBER 2019

..... Employee Representative

..... Witness

on this day of

Schedule 1

SCHEDULE 1**SALARY INCREASES 2019-2022**

Classn.	As at 01/07/2019 Salary Increase of 2.25%		As at 01/07/2020 Salary Increase of 2.25%		As at 01/07/2021 Salary Increase of 2.25%	
	Pay Rate	Annual Salary	Pay Rate	Annual Salary	Pay Rate	Annual Salary
G01.1	\$26.1644	\$51,701	\$26.7531	\$52,864	\$27.3551	\$54,054
G01.2	\$26.7940	\$52,945	\$27.3969	\$54,136	\$28.0133	\$55,354
G01.3	\$27.6708	\$54,677	\$28.2934	\$55,908	\$28.9300	\$57,166
G01.4	\$28.6101	\$56,534	\$29.2538	\$57,806	\$29.9120	\$59,106
G01.5	\$29.5505	\$58,392	\$30.2154	\$59,706	\$30.8952	\$61,049
G01.6	\$30.4919	\$60,252	\$31.1780	\$61,608	\$31.8795	\$62,994
G02.1	\$31.4472	\$62,140	\$32.1547	\$63,538	\$32.8782	\$64,967
G02.2	\$32.4311	\$64,084	\$33.1608	\$65,526	\$33.9069	\$67,000
G02.3	\$33.3296	\$65,859	\$34.0795	\$67,341	\$34.8463	\$68,856
G02.4	\$34.2698	\$67,717	\$35.0409	\$69,241	\$35.8293	\$70,799
G03.1	\$35.2105	\$69,576	\$36.0027	\$71,141	\$36.8128	\$72,742
G03.2	\$36.1507	\$71,434	\$36.9641	\$73,041	\$37.7958	\$74,685
G03.3	\$37.0927	\$73,295	\$37.9273	\$74,944	\$38.7807	\$76,631
G03.4	\$38.0349	\$75,157	\$38.8906	\$76,848	\$39.7657	\$78,577
G04.1	\$38.9762	\$77,017	\$39.8531	\$78,750	\$40.7498	\$80,522
G04.2	\$39.9160	\$78,874	\$40.8141	\$80,649	\$41.7324	\$82,463
G04.3	\$40.8576	\$80,734	\$41.7769	\$82,551	\$42.7168	\$84,408
G04.4	\$41.7973	\$82,592	\$42.7378	\$84,450	\$43.6994	\$86,350
G05.1	\$42.7385	\$84,451	\$43.7002	\$86,351	\$44.6834	\$88,294
G05.2	\$43.6802	\$86,312	\$44.6630	\$88,254	\$45.6680	\$90,240
G05.3	\$44.6221	\$88,173	\$45.6261	\$90,157	\$46.6527	\$92,186
G06.1	\$46.1895	\$91,271	\$47.2288	\$93,324	\$48.2914	\$95,424
G06.2	\$47.7584	\$94,371	\$48.8330	\$96,494	\$49.9318	\$98,665
G06.3	\$49.3284	\$97,473	\$50.4383	\$99,666	\$51.5732	\$101,909
G07.1	\$50.8941	\$100,567	\$52.0393	\$102,830	\$53.2102	\$105,143
G07.2	\$52.4641	\$103,669	\$53.6446	\$106,002	\$54.8516	\$108,387
G07.3	\$54.0316	\$106,766	\$55.2473	\$109,168	\$56.4903	\$111,625

30 SUPERANNUATION / SALARY SACRIFICE

Superannuation Fund and Payments

Choice of Fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934* (SA), continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999* (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

The amount of the Employer superannuation contribution will be:

For each employee who is making a "Salarylink Contribution" to Statewide Super:

- (a) 3% of the employee's salary (or as amended); and
- (b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed.

The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

For each other Employee:

- (a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- (b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

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