



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australian Red Cross Society T/A Australian Red Cross Lifeblood
(AG2020/2045)

AUSTRALIAN RED CROSS LIFEBLOOD DONOR SERVICES AND NURSING ENTERPRISE AGREEMENT VICTORIA AND TASMANIA 2019

Health and welfare services

COMMISSIONER CIRKOVIC

MELBOURNE, 11 AUGUST 2020

Application for approval of the Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Red Cross Society T/A Australian Red Cross Lifeblood. The Agreement is a single enterprise agreement.

[2] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 20.1;
- Clause 24.9; and
- Clause 48.18.

[6] However, noting clause 9.1 of the Agreement, I am satisfied that the beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement was approved on 11 August 2020 and, in accordance with s.54, will operate from 18 August 2020. The nominal expiry date of the Agreement is 31 December 2022.



COMMISSIONER

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Annexure A:



IN THE FAIR WORK COMMISSION *Fair Work Act 2009* (Cth) ("FW Act")

Matter number: AG2020/2045

Employer: Australian Red Cross Society trading as Australian Red Cross Lifeblood (Employer)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the *Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019* (Agreement)

Authorised representative: Rosie White
Senior People and Culture Consultant

Undertaking- Section 190

For and on behalf of the Employer I, Rosie White:

1. declare that I have authority to give this undertaking on behalf of the Employer,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:
 - a. That clause 50.6 is deleted.

Date signed:	7 August 2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Rosie White
Signature:	
Witness name:	Belinda Graham
Witness signature*: <small>*I witnessed Rosie White's signature by audio visula link in accordance with the COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020 (Vic)</small>	



Australian Red Cross
Lifeblood

Note - this agreement is to be read together with undertakings given by the employers. The undertakings are taken to be a term of the agreement. A copy of the undertakings can be found at the end of the agreement.

Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019

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PART 1 – ADMINISTRATIVE ARRANGEMENTS

1. Title

- 1.1. This Agreement shall be known as the Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019.

2. Definitions

- 2.1. 'Agreement' means the Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019.
- 2.2. 'Lifeblood' means the Australian Red Cross Lifeblood.
- 2.3. 'Employer' means the Australian Red Cross Society which Lifeblood is a division of (ABN 501 695 613 94).
- 2.4. 'FWC' means the Fair Work Commission.
- 2.5. 'NES' means the National Employment Standards.
- 2.6. 'the Act' means the Fair Work Act 2009 (Cth).
- 2.7. 'Unions' means the Australian Nursing and Midwifery Federation (ANMF) Victorian Branch and Australian Nursing and Midwifery Federation (ANMF) Tasmanian Branch.
- 2.8. 'Mobile blood donor centre' or 'mobile centre' – means a standalone caravan unit that is transported to various locations by a prime mover truck and where Lifeblood completes blood and blood production donation processes for donors who visit the centre. Also known as a "Donor Mobile Unit" (DMU).
- 2.9. 'Pop-Up blood donor centre' means a temporary donation centre operation set up in community venues such as halls or community centres and where workplace amenities are provided for employees. Also known as a "Demountable" or "Mobiles".
- 2.10. 'Pay fortnight' means 76 hours within a period of 14 consecutive days.
- 2.11. 'AHPRA' means the Australian Health Practitioner Regulation Agency or its successor.
- 2.12. 'TOIL' means an arrangement reached between the Employer and an employee to take time off in lieu rather than receiving payment for overtime worked, applied in accordance with clauses 13.17 – 13.23 of the Agreement.

3. Persons covered

- 3.1. Subject to section 53 and 183 of the Act, this Agreement covers:
 - (a) The Employer;
 - (b) The Employees (as defined in clause 4 Scope); and
 - (c) The Unions.

4. Scope

- 4.1. This Agreement shall apply to all employees employed by the Employer, within the Lifeblood division, in the States of Victoria and Tasmania who are employed in any of the classifications specified in Appendix 3 (Nursing Definitions and Classifications).
- 4.2. To avoid doubt, this Agreement does not apply to or cover employees employed in any of the following positions within Lifeblood in Victoria and Tasmania:
 - Members of the Executive; or
 - Positions which report directly to an Executive Director; or
 - Employees employed in the DonateLife (Victoria) Agency.

5. Period of operation

- 5.1. This Agreement shall commence operation seven (7) days after the FWC approves the Agreement. The Agreement will expire on 31 December 2022. The parties undertake to commence negotiations for a new Agreement at least three (3) months prior to the expiration of this Agreement.
- 5.2. This Agreement will continue to operate until it is terminated or replaced by a new Agreement.

6. Purpose of agreement

- 6.1. The purpose of this Agreement is to enable the parties to develop and implement on a cooperative basis, working arrangements that increase flexibility in the organisation and further improve productivity and efficiency at the enterprise through enhanced access to services and facilities by donors. The benefits from these improvements will be shared by employees and Lifeblood, ensuring an attractive and competitive work environment.
- 6.2. The persons covered are at all times committed to the achievement of the vision and mission of the organisation in accordance with Lifeblood values.
- 6.3. The persons covered by this Agreement are committed to ensuring that the organisation and employees are best placed to meet present and future operational demands in a safe, healthy and equitable work environment in which employees are treated fairly, consistently with respect, and are encouraged and supported in achieving their full potential.

7. Replacement agreement

- 7.1. This Agreement will regulate conditions of employment of those employees to whom it applies. It replaces, supersedes and operates to the exclusion of the Australian Red Cross Blood Service Nursing Enterprise Agreement Victoria 2015 and the Australian Red Cross Blood Service Nursing Enterprise Agreement Tasmania 2015.

8. No extra claims

- 8.1. No extra claims for additional increases in salaries or to terms and conditions of employment will be made during the life of this Agreement.

9. National employment standards

- 9.1. The National Employment Standards in the Act will apply during the operation of the Agreement in accordance with the Act. Where the NES is more generous for an employee in respect of a matter provided for in this Agreement, the more generous entitlement in the NES will apply instead of the Agreement entitlement/term.

10. Flexibility

- 10.1. Lifeblood and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
 - (b) the arrangement meets the genuine needs of Lifeblood and the employee in relation to one (1) or more of the matters mentioned in clause 10 (a); and
 - (c) the arrangement is genuinely agreed to by Lifeblood and the employee.
- 10.2. Lifeblood must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

10.3. Lifeblood must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Lifeblood and the employee; and
- (c) is signed by Lifeblood and the employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

10.4. Lifeblood must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

10.5. Lifeblood or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty eight (28) days' written notice to the other party to the arrangement; or
- (b) if Lifeblood and the employee agree in writing, at any time.

PART 2 – TYPES OF EMPLOYMENT

11. Employment categories

11.1. Employees may be employed in any of the following manners:

- (a) Permanent (Full time or Part time)
- (b) Fixed Term (Full time or Part time)
- (c) Casual

11.2. All new employees will be employed on a probationary period for the first six (6) months of employment. The total probationary period cannot be for a period longer than six (6) months.

Full-time Employee

11.3. A full-time employee is defined as someone who is engaged as such to work thirty-eight (38) hours per week or an average of thirty-eight (38) hours pursuant to clause 12.

Part-time Employee

11.4. A part time employee is defined as someone who is engaged as such and works less than the full time ordinary hours prescribed in clause 11.3.

-
- 11.5. Hours for part time employees may vary from week to week in accordance with operational requirements. Notwithstanding this, an employee will be appointed to a minimum number of hours per fortnight.
- 11.6. A part time employee shall accrue entitlements on a pro rata basis (to that of a full time employee). Where the hours vary from week to week, leave will be accrued on all ordinary hours worked.

Fixed Term Employees

- 11.7. Lifeblood may engage employees on fixed term contracts of employment for purposes which may include, but shall not be limited to, special projects; relief for parental leave and other forms of leave or limited funded projects. The employment may be on a full time or part time basis.
- 11.8. The intention of Lifeblood in engaging employees on a fixed term contract basis is to fill short term, where on-going employment would not be suitable.

Casual Employee

- 11.9. A casual employee means an employee who is employed on an intermittent and/or irregular basis.
- 11.10. A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of twenty-five (25) per cent of that rate will be paid instead of the paid annual and personal leave entitlements of full time employees.

Right to request casual conversion

- 11.11. A person engaged by Lifeblood as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 11.12. A 'regular casual' employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.
- 11.13. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 11.14. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 11.15. Any request under this subclause must be in writing and provided to Lifeblood.
- 11.16. Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

11.17. Reasonable grounds for refusal include that:

- (a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in clause 11.12;
- (b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

11.18. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

11.19. Where Lifeblood refuses a regular casual employee's request to convert, the employer must provide the casual employee with Lifeblood's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 50. Under that procedure, the employee or Lifeblood may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

11.20. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, Lifeblood and the employee must discuss and record in writing:

- (a) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.4.

11.21. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

11.22. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of Lifeblood.

11.23. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

11.24. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits Lifeblood to require a regular casual employee to so convert.

11.25. Nothing in this clause requires Lifeblood to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

11.26. Lifeblood must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed, Lifeblood will provide such employees with a copy of the provisions of this subclause within 7 days of the commencement of this agreement.

11.27. A casual employee's right to request to convert is not affected if Lifeblood fails to comply with the notice requirements in clause 11.26.

PART 3 – HOURS OF WORK

Introduction

All loadings and penalties provided in this part of the Agreement shall only be applied once. Where more than one (1) penalty or loading applies for the same period of work, only the higher will apply. For clarity, there will be no 'double dipping'.

All entitlements expressed as 'allowances' are applied in circumstances detailed in the Agreement and will be applied in addition to a loading or penalty rate.

12. Ordinary hours

12.1. The ordinary hours of work shall be worked Monday to Sunday based on an average of either (exclusive of meal times):

- (a) 76 hours within a period of 14 consecutive days (fortnight, also known as "pay fortnight"), or
- (b) 152 hours within a period not exceeding 28 consecutive days (4 weeks).

12.2. Ordinary hours of work for employees:

- (a) may be worked as seven point six (7.6) hours (when not accruing ADO) or eight (8) hours (when accruing ADO);
- (b) with mutual agreement, shifts may be rostered between six (6) hours up to seven point six (7.6) hours (when not accruing ADO) or eight (8) hours (when accruing ADO);
- (c) with mutual agreement, shifts may be rostered up to ten (10) hours in a day worked (excluding meal times)
- (d) If 12.2(b) or (c) applies, any rostered shift length above 7.6 hours (when not accruing ADO) or 8 hours (when accruing an ADO) and up to 10 hours will become the full time shift length for the employee on that day.

12.3. Other than where requested by an employee to work lesser hours, a minimum of six (6) hours will apply per shift.

12.4. Work performed in excess of ordinary hours will be paid at overtime rates in accordance with clause 13 (Overtime) (noting that overtime is not payable for hours of work up to 7.6 hours on a day other than where 76 hours in a pay fortnight worked are exceeded as a result).

12.5. Each employee shall be free from duty for not less than two (2) days in each week or four (4) days in each fortnight, except for where an employee is required to undertake overtime. Where practicable, such days off duty shall be consecutive, however will be subject to operational requirements.

Span of hours

12.6. The span of hours for all employees will be from (and including) 6:30am to 6:00pm, Monday to Friday.

Shift allowances

- 12.7. An employee whose ordinary hours are performed in accordance with the following shall be entitled to a shift allowance at the applicable rates prescribed in Appendix 2 (Allowances) of this Agreement:
- (a) "Morning Shift" shall mean a shift which commences at or after 5:01am and up to and including 6.30am;
 - (b) "Afternoon Shift" shall mean a shift which finishes at or after 6:01pm but before or at 11.59pm;
 - (c) "Night Shift" shall mean a shift which finishes at or after midnight or where duty commences after midnight but before or at 5am.
- 12.8. An employee may only be in receipt of one type of shift allowance per shift.

Weekend work

- 12.9. For Victorian employees, all ordinary hours performed between midnight Friday and midnight Sunday shall be paid for at 150%.
- 12.10. For Tasmanian employees, all ordinary hours performed between:
- (a) midnight Friday and midnight on Saturday shall be paid for at 150%.
 - (b) midnight Saturday and midnight Sunday shall be paid for at 175%.
- 12.11. Where the Saturday or Sunday duty involves work in excess of a normal full time rostered shift length, hours shall be paid in accordance with clause 13 (overtime).
- 12.12. Employees who regularly work ordinary hours on weekends, are entitled to receive additional annual leave in accordance with clause 20.11-20.15 (additional leave for shift workers) of this Agreement.

13. Overtime

- 13.1. Overtime shall be calculated on the employee's base hourly rate of pay, and shall not be payable unless the period of time is authorised.
- 13.2. For the basis of a casual employee, overtime shall be calculated on the employee's base hourly rate of pay as described in clause 11.10.
- 13.3. Refer to rest breaks (clause 16.8) and meal allowance (clause 34) for how these entitlements apply during overtime.

Reasonable Overtime

- 13.4. Subject to clause 13.5 below, Lifeblood may require any full time or part time employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements.
- 13.5. For the purpose of determining what reasonable overtime is, consideration will be given to the following factors:
- (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances including family responsibilities and childcare arrangements;
 - (c) the needs of the workplace or enterprise in which the employee is employed;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (e) any notice given by Lifeblood of any request or requirement to work the additional hours;
 - (f) any notice given by the employee of the employee's intention to refuse to work the additional hours;
 - (g) the usual patterns of work in the industry;
 - (h) the nature of the employee's role and the employee's level of responsibility;
 - (i) whether the additional hours are in accordance with averaging terms included within clause 12.1 of this Agreement; and
 - (j) any other relevant matter.
- 13.6. For all time worked at the direction of Lifeblood in excess of the ordinary hours in any fortnight or the full time rostered shift length in any day, prescribed in clause 12.2, the following overtime rates shall be paid:
- (a) Monday to Friday (inclusive) - First two (2) hours at 150%, and then 200% thereafter;
 - (b) Saturday or Sunday (inclusive) - 200%;
 - (c) Outside a spread of twelve (12) hours from the commencement of the rostered period of duty, 200%.

Overtime on a Public holiday

- 13.7. All overtime worked on a public holiday shall be paid at 250%.

Overtime for Part time Employees

- 13.8. For the purpose of this clause, an ordinary full time rostered shift will be 7.6 hours. Overtime shall be paid to part time employees in the following circumstances:
- (a) where a part time employee has worked in excess of 7.6 hours on any one day in accordance with clauses 12.2(c) and 12.2(d), except where that employee has been rostered to work more than 7.6 hours;
 - (b) where the rostered hours of a part time employee exceed 7.6 hours on any one day, overtime is payable for work performed in excess of the employee's rostered hours on that day;
 - (c) where a part time employee exceeds an average of 76 ordinary hours per fortnight.

13.9. Where a part time employee works beyond the rostered hours on any day, but less than 7.6 hours, such additional time worked shall be paid for at the ordinary time rate of pay. However, in this circumstance the employee will be entitled to a change of roster allowance as described in clauses 14.9 - 14.11.

Ten Hour Break

13.10. When overtime is worked, it shall wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between work on successive days. Where there is not at least ten (10) hours off duty between consecutive shifts, the employee shall be released after the completion of the overtime until ten (10) consecutive hours off duty has occurred without loss of pay for ordinary working time, unless otherwise agreed.

13.11. Provided that where an employee who works overtime is required to return or continue work without a break provided in clause 13.10, then the employee shall be paid at double the ordinary rate, or the appropriate overtime rate, whichever is higher, until released from duty, or until the employee has had ten (10) consecutive hours off duty, or until the employee has had ten (10) consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.

Recall and on-call

13.12. At the time of the application of this Agreement, the parties confirm that there are no employees covered by this Agreement that are required to:

- (a) be recalled to work; or
- (b) be placed on-call.

13.13. Prior to implementation, Lifeblood agrees to undertake Consultation (clause 49), if recall or on-call requirements are to be introduced during the life of the Agreement. In all circumstances any compensation for these will not be less than provisions in the Nurses Award (2010).

13.14. Notwithstanding clauses 13.12 and 13.13, an employee who agrees to be recalled to work will be paid for a minimum of three (3) hours at the applicable overtime rate of pay.

Travel home

13.15. Where an employee has taken public transport to work and finishes overtime at a time where there are no reasonable means of returning home by public transport, Lifeblood will provide transport (i.e. reimbursement of a taxi fare or like service) at no cost to the employee.

13.16. Where an employee works 14 or more hours, reimbursement of costs associated with assisted travel home from work will be provided (i.e. reimbursement of a taxi fare or like service) at no cost to the employee. Furthermore, provision of a return taxi fare voucher or reimbursement of a taxi fare or like service, in order for the employee to pick up their vehicle from the workplace where applicable will be provided by Lifeblood.

Time off in lieu (TOIL) instead of payment for overtime

- 13.17. A TOIL arrangement may be agreed between Lifeblood and an employee for overtime worked.
- 13.18. The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made. For example, an employee who worked 2 hours overtime at the rate of 150% is entitled to 3 hours' time off.
- 13.19. TOIL must be taken:
- (a) within 6 months after the overtime is worked; and
 - (b) at a time/s within that 6 months as agreed by the employee and Lifeblood.
- 13.20. If the employee requests at any time, to be paid for overtime covered by the TOIL arrangement but not yet taken as time off, Lifeblood will pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- 13.21. If the employee does not take the TOIL hours within 6 months of accruing those hours, Lifeblood will pay the employee for the TOIL at the appropriate overtime rate (when the overtime was worked) in the next pay period following the end of the 6 month period.
- 13.22. Lifeblood will not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take TOIL instead of payment for overtime.
- 13.23. If, upon termination of the employee's employment, accrued TOIL has not been taken by the employee, Lifeblood will pay the employee for the TOIL at the applicable overtime rate (when the overtime was worked).

14. Rosters

- 14.1. The roster will set out the ordinary working hours including starting and finishing times and will be displayed at a reasonably convenient place accessible to employees. When setting the roster, Lifeblood will:
- (a) advise employees of their roster at a minimum of two (2) weeks (and where practicable four (4) weeks) before the commencement of the roster period of a minimum of four (4) weeks duration/two (2) pay fortnights;
 - (b) take into account the employee's personal and family needs and accommodate these as far as practicable;
 - (c) ensure the minimum rostered shift length is six (6) hours, unless otherwise requested by an employee;
 - (d) ensure the existing number of shifts rostered per fortnight (at the commencement date) is not increased, unless by agreement.
- 14.2. Additional shifts will always be offered to permanent part time employees where practicable before sourcing casual or agency staff.
- 14.3. Where an unexpected roster change is required and involves an employee working on a day which would have been their day off (e.g. the employee's ADO) the day off in lieu thereof shall be taken at another time as agreed between the employee and Lifeblood. In the absence of agreement between the employee and Lifeblood, Lifeblood shall determine when the day shall be taken in accordance with operational requirements.

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- 14.4. Where Lifeblood seeks to make changes to an employee's roster, for example altering shift length, days worked or shift start times, such changes will be made only where they are consistent with Lifeblood's obligations in clause 14.1(d). Before the change takes place, the following steps will apply:
1. Lifeblood will give the employee a reasonable opportunity to consider the changes and the proposed hours.
 2. Lifeblood and the employee will:
 - a. have regard to the operational requirements of Lifeblood and the personal needs of the employee; and
 - b. work collaboratively to match their respective needs and aim to reach agreement.
 3. If agreement cannot be reached between Lifeblood and the employee, Lifeblood will set the hours of work and give the employee at least four (4) weeks notice of these hours and when they will take effect.
 4. An employee may within seven (7) days after a new roster change raise a concern about the hours under clause 50 (Dispute Settlement Procedure).
- 14.5. Lifeblood will consult over concerns which may be expressed by an employee or employees regarding the provisions of this clause.
- 14.6. Where a part time employee routinely works six (6) hour shifts or less (where it has been mutually agreed), paid access to attend team meetings and required training will be provided, and to participate in other workplace activities.

Change of roster

- 14.7. Rosters may need to change subject to operational requirements. Where practicable, employees consent will be obtained to a change of roster prior to the changed roster being implemented.
- 14.8. All roster changes must be communicated to an impacted employee, as soon as practicable
- 14.9. Where a roster change occurs within forty-eight (48) hours of the required date of change, a change of roster allowance will apply.
- 14.10. A change of roster allowance will not apply where such change is initiated by the employee. When an employee has indicated they are available to work an additional shift and is subsequently asked to work this shift, a change of allowance is not payable.
- 14.11. This clause does not inhibit employees swapping shifts amongst themselves (subject to operational requirements) in which case no change of roster allowance is payable.

Additional hours for part time employees

- 14.12. At the written request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours, then such contracted hours shall be adjusted by the employer, to reflect the hours regularly worked.
- 14.13. Additional hours worked as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation, will not be incorporated in the adjustment.
- 14.14. Any adjusted contracted hours resulting from a review, should readily reflect roster cycles and shift configurations utilised at Lifeblood.

15. Flexible work/leave arrangements

- 15.1. Lifeblood is committed to flexible working arrangements that meet the needs of its employees and the business. Employees and their managers may negotiate working hours to accommodate the business and employee's needs.
- 15.2. Such arrangements shall be consistent with the NES and take into account any educational commitments. The arrangement shall be agreed in writing, which will specify the hours and time period negotiated and will be signed by the manager and the employee.

Accrued Days Off (ADO)

- 15.3. Where agreed, a full-time employee rostered to work on shifts of eight (8) hours duration will work 152 hours in each four week roster cycle to be worked as nineteen (19) days each of eight (8) hours with an accrued day off in each four (4) week roster cycle.
- 15.4. Where agreed, a full-time employee rostered to work on night shifts of ten (10) hours duration will work 190 hours in each five (5) week roster cycle to be worked as nineteen (19) shifts each of ten (10) hours with an accrued day off in each five (5) week roster cycle.
- 15.5. ADOs should be taken in the roster cycle in which they accrue. Subject to operational requirements, an employee may accumulate one (1) ADO and take it in the following month.
- 15.6. Where an employee resigns or is provided with notice of termination and has ADOs to their credit, the employee must be provided with the opportunity to utilise the ADOs during the notice period. Where ADOs are unable to be taken during the notice period, accrued ADOs will be paid to the employee in their last pay.

Purchased Leave

- 15.7. Employees may apply for and be granted purchased leave employment arrangements in accordance with Lifeblood's Purchased Leave Policy in force and as may be varied from time to time. Such arrangements are subject to eligibility criteria and agreement with Lifeblood, with such agreement not being unreasonably withheld.
- 15.8. For example, these arrangements are defined as meaning a situation where an employee takes an additional four (4) weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by this Agreement for each week during which their employment is subject to these arrangements. Other examples of purchased leave include 49/52, 50/52 or 51/52 arrangements.
- 15.9. Where an employee applies for leave pursuant to this clause Lifeblood shall respond to such request within four (4) weeks.

16. Meal and rest breaks

16.1. The entitlement to rest and meal breaks are as follows:

Length of rostered shift	Length of Break
0 - 4.00 hours	one (1) break ■ 10 minutes paid
4.01 - 7.00 hours	maximum of two (2) breaks: ■ 30 minutes (or up to 60 minutes by mutual agreement) unpaid and ■ 10 minutes paid
7.01 - 10.00 hours	maximum of three (3) breaks: ■ 30 minutes (or up to 60 minutes by mutual agreement) unpaid and ■ 2 x 10 minutes (or combined 1 x 20 minutes) paid

16.2. The duration of breaks, where a range is indicated above, shall be at the discretion of Lifeblood, in accordance with operational requirements.

16.3. Where practicable, employees will be provided with a break within five (5) hours of starting the shift.

16.4. By mutual agreement, paid and unpaid breaks may be consolidated.

16.5. Lifeblood shall determine when the breaks are to be taken where agreement cannot be reached.

16.6. Unless otherwise agreed, any employee who is unable to leave the building during a meal break due to operational requirements, shall be paid for the meal break as time worked at the ordinary rate plus twenty (20) per cent subject to the approval of the relevant manager. Where practicable, advance notice will be provided to the employee that this will occur.

16.7. Unless otherwise agreed, any employee who is unable to take a meal break due to operational requirements and has alerted their line manager to this, shall be paid for the meal break as time worked, at the ordinary rate for that day plus fifty (50) per cent until the meal break is taken.

Rest break on Overtime

16.8. Employees required to work overtime will receive a paid ten (10) minute break incorporated within each additional full 2 hours worked.

PART 4 – LEAVE

17. Personal leave

- 17.1. For the purposes of clauses 17.1 to 17.24 personal leave includes sick, carer's, urgent pressing necessity and family and domestic violence leave.
- 17.2. Part time employees shall receive the benefits of this entire clause on a pro-rata basis based on ordinary hours worked.
- 17.3. All full time employees, other than employees in Tasmania who were employed prior to commencement of this Agreement, will accrue the following amount of personal leave per annum:
- (a) First year of continuous service - 91.2 hours (or 12 days whichever is greater)
 - (b) Second, third, fourth year of continuous service - 106.4 hours (or 14 days whichever is greater)
 - (c) Fifth year of continuous service thereafter:
 - (i) Up until the pay period ending 31 December 2020 - 159.6 hours (or 21 days, whichever is greater)
 - (ii) From the first full pay period on or after 1 January 2021 - 152 hours (or 20 days, whichever is greater)
- 17.4. All full time employees in Tasmania who were employed prior to the commencement of this Agreement, will accrue the following amount of personal leave per annum:
- (a) Up until the pay period ending 31 December 2020 - 114 hours (or 15 days, whichever is the greater)
 - (b) From the first full pay period on or after 1 January 2021:
 - (i) First, second, third and fourth year of continuous service - 114 hours (or 15 days, whichever is the greater);
 - (ii) Fifth year of continuous service thereafter - 152 hours (or 20 days, whichever is the greater)
- 17.5. Personal leave will accrue from year to year and will accumulate without limit.
- 17.6. Personal leave approved and taken will be debited by the hour.

Definitions

17.7. Personal leave shall cover the following types of leave:

- (a) **Sick Leave:** Where an employee is not fit to attend work on the grounds of personal illness or personal injury, affecting the employee.
- (b) **Carer's Leave:** Where an employee is required to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) **Urgent Pressing Necessity Leave:** A matter that must be attended to by the employee and which cannot reasonably be deferred.
- (d) **Family and domestic Violence:** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- (e) **Immediate family:** means
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

17.8. All employees who are absent from work on account of matters relating to personal leave, as defined above, will be eligible for paid personal leave as provided in this clause.

17.9. An employee must provide Lifeblood with reasonable evidence in support of an application for leave of absence on the grounds of personal leave. This evidence may include certificates from relevant medical practitioners and registered health professionals, other than Lifeblood employees and/or relatives of the employee concerned, where evidence is required.

17.10. To access personal leave the employee shall as soon as is reasonably practicable advise their manager of the employee's inability to attend for work and the estimated duration of such absence, provided that such advice other than in extraordinary circumstances shall be given two (2) hours prior to the commencement of such absence.

Sick Leave

17.11. Statutory declarations signed by the employee may be produced with respect to absences on three (3) occasions in any one year, such occasions not exceeding three (3) consecutive working days. For personal leave in excess of the limits described the employee is to provide evidence as outlined in subclause 17.9.

17.12. Furthermore, an employee may be absent through sickness for one (1) day without furnishing evidence as outlined in subclause 17.9 on not more than three (3) occasions in any one (1) year of service.

17.13. Notwithstanding clauses 17.11 and 17.12, where an employee is absent on sick leave on either side of a public holiday, other forms of paid leave or accrued days off (ADO), the employee shall be required to provide evidence as outlined in clause 17.9, in support of such absence.

Carer's Leave

- 17.14. An employee may access an unlimited amount of their personal leave for the purposes of carer's leave. The employee shall, if required, produce evidence that the illness or injury or unexpected emergency is such as to require care or support by another.
- 17.15. Where an employee is on annual leave and is sick or is required to provide care or support in accordance with clause 17.7(b), upon receipt of a medical certificate or evidence that care or support is required, the annual leave will be re-credited provided that sufficient personal leave entitlements exist.

Urgent Pressing Necessity

- 17.16. Access to personal leave for this purpose is intended to cover an unexpected and urgent requirement for the employee to be absent from the workplace. As such the leave granted for this purpose will normally only cover the time needed for the employee to manage the urgent circumstance.

Family and Domestic Violence leave

- 17.17. Lifeblood is committed to the personal safety of all employees and recognises family or domestic violence as a matter of personal safety.
- 17.18. Where an employee faces family or domestic violence, Lifeblood is committed to providing support where practical through:
- (a) Flexible working arrangements and other supporting measures, such as changes to work location where possible;
 - (b) Access to the Employee Assistance Program;
 - (c) Treating matters of family or domestic violence confidentially and only disclosing information if required by law or to maintain the safety of the employee;
 - (d) Access to accrued personal leave for the purposes of attending appointments including: police, medical, legal or court appearances.
- 17.19. A reference to a spouse or de facto partner in the definition of family member in clause 17.7(e) includes a former spouse or de facto partner.
- 17.20. An employee (other than a casual employee) who is affected by family violence is entitled to ten (10) days paid leave each calendar year on approval.
- 17.21. An employee is, subject to the evidence requirements in clause 17.9, entitled to use their accrued personal leave for family or domestic violence leave purposes as described in clause 17.7(d).
- 17.22. Employees wishing to access their personal leave for family or domestic violence purposes under this clause, can make their request directly to their line supervisor/manager or discuss their request with People & Culture in the first instance.
- 17.23. An employee will be entitled to 5 days' unpaid leave to deal with family and domestic violence. This leave is available in full at the start of each 12 month period of employment and does not accumulate from year to year.

Absences on Accrued Days Off (ADOs)

17.24. Where an employee is absent due to any form of personal leave on an accrued day off, such day will stand as the accrued day off and another day will not be substituted for that accrued day off.

17.25. Payment for personal leave absences will not be paid in addition to the payment for the accrued day off and the day will not be debited as personal leave.

Limitations to Personal Leave

17.26. There will be no entitlement to any form of personal leave on account of:

- (a) Attending business that could otherwise be done outside the employee's ordinary hours duty e.g. accrued days off (ADO);
- (b) The employee is already absent on long service leave or Worker's Compensation;
- (c) Normal period of absence of confinement as defined in the Act parental leave clauses;
- (d) Any unreasonable circumstance(s) which are not specifically stated in, or intended to be captured by this clause.

18. Compassionate Leave

18.1. An employee may access five (5) days of paid compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life;
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

18.2. By agreement an employee may access annual leave and accrued long service leave for the purpose of compassionate leave in addition to the entitlement in clause 18.1. In addition to paid leave entitlements, unpaid compassionate leave may be accessed by an employee in accordance with operational requirements, however, shall not be unreasonably refused.

18.3. Lifeblood reserves the right to request reasonable evidence of such illness or death to the satisfaction of the employer, if deemed appropriate.

19. Parental leave

19.1. Parental Leave shall be in accordance with the Act, as may be varied from time to time.

Paid Parental Leave Entitlement

19.2. An employee who will be the primary carer, other than a casual employee, will be entitled to paid parental leave under this clause provided the employee has completed at least twelve (12) months paid continuous service with Lifeblood, immediately prior to the birth or adoption of a child.

19.3. Eligible employees shall receive fourteen (14) weeks paid parental leave based on an employee's ordinary rate of pay (exclusive of penalties and allowances).

19.4. This may be taken at double quantum or half pay over the period in accordance with organisational requirements.

Paid Partner Leave Entitlement

19.5. An employee, other than a casual employee, who is a secondary carer will be entitled paid partner leave at the time their partner gives birth to a child or at the time the employee adopts a child, provided the employee has completed at least twelve (12) months paid continuous service with Lifeblood immediately prior to the commencement of their partner leave.

19.6. Eligible employees shall receive two (2) weeks paid parental leave based on an employee's ordinary rate of pay (exclusive of penalties and allowances).

19.7. This may be taken at double quantum or half pay over the period in accordance with organisational requirements.

20. Annual leave

20.1. Full time employees, other than Registered Nurses employed in the State of Victoria, shall accrue annual leave for each completed twelve (12) months continuous service on the following basis:

- (a) Up until the pay period ending after 31 December 2020 - 4 weeks (152 hours)
- (b) From the first full pay period after 1 January 2021 – 4.6 weeks (174.8 hours)

The parties agree that the replacement Agreement to this Agreement will have further increases to the rate of annual leave for employees other than Registered Nurses employed in the state of Victoria on the following basis:

- (c) From the first full pay period after 1 January 2023 – 4.8 weeks (182.4 hours)
- (d) From the first full pay period after 1 January 2024 – five (5) weeks (190 hours)

After the entitlement reaches five (5) weeks, no further increases to annual leave will occur, other than the additional week of annual leave for shift workers as defined.

20.2. All full time Registered Nurses in the State of Victoria shall accrue five (5) weeks (190 hours) annual leave for each completed twelve (12) months continuous service. All part time Registered Nurses will accrue annual leave on a pro rata basis.

20.3. Part time employees will accrue annual leave benefits in this entire clause on a pro-rata basis based on ordinary hours worked

20.4. Employees shall be entitled to receive payment for annual leave taken in accordance with the normal wages they would have received if they had not otherwise been absent on a period of annual leave. For the avoidance of any doubt, this includes any shift allowances (clause 12.7 – 12.8), weekend penalties (clauses 12.9 – 12.12) and in the case of eligible Victorian employees qualification, seniors and vasesection allowance (clause 30.1).

20.5. Lifeblood shall as far as practicable, arrange to grant annual leave to suit the convenience of the employee. It is accepted that due to operational requirements, this cannot always be achieved.

20.6. Annual leave entitlements may, be cashed out in accordance with the Act, by mutual agreement in writing between the employee and Lifeblood, provided that employees retain an entitlement to at least four (4) weeks annual leave.

20.7. Annual leave is exclusive of any public holidays prescribed in clause 24 (Public Holidays) and other periods of leave in accordance with the NES.

Leave Loading

20.8. Employees are entitled to receive an annual leave loading allowance described at clause 20.10(a) for four (4) weeks of annual leave, or on all weeks of ordinary annual leave in accordance with clause 20.10(b), whichever the more beneficial to the employee.

20.9. Leave loading will be paid to employees at the time the leave is taken.

20.10. Leave loading will be calculated and paid the higher of:

- (a) 17.5% based on an employee's ordinary rate of pay; or
- (b) the weekend penalties and shift allowances the employee would have received had they not been on leave during the relevant period.
- (c) for the avoidance of any doubt, as per clause 20.4 eligible Victoria employees receive the qualification, seniors and venesection allowance (clause 30.1) on all hours worked and not included in leave loading calculation.

Additional Leave for Shift Workers

20.11. For the purposes of an additional weeks annual leave provided by the NES a shift worker is defined as an employee whose:

- (a) ordinary hours are regularly rostered over seven days of the week; and
- (b) regularly works weekends.

20.12. For the purposes of clause 20.11(b) 'regularly' means an employee who work more than a minimum of ten (10) weekends (either Saturday or Sunday) in any anniversary year, shall be entitled to receive one (1) week additional annual leave per annum.

20.13. The transition plan switching to anniversary year for this entitlement will ensure that no employee is worse off under this arrangement. From 1 July 2020 to 30 June 2021, a reconciliation of anniversary dates will occur at the end of each month, with a pro rata amount of leave provided to eligible employees.

20.14. Additional leave accrued in accordance with this clause, shall not attract leave loading.

20.15. An average of actual hours worked will be used to determine the one (1) week entitlement in situations where hours fluctuate during an employee's anniversary year.

21. Professional development / Conference / Seminar leave and Study leave

- 21.1. All full time employees are entitled to a maximum six (6) days paid professional development/conference/seminar leave per year. A day will be based on an employee's ordinary shift length or 7.6 hours whichever the greater.
- 21.2. A part time employee is entitled to paid professional development conference/seminar leave and study leave on a pro rata basis.
- 21.3. Leave pursuant to this clause does not accumulate from year to year.

Professional Development Leave

- 21.4. The leave provided under this clause is to be accessed for the purposes of further developing knowledge and skills as they relate to the employee's area of work.
- 21.5. Professional development leave may be utilised for, but not limited to attend or complete pre-reading for conferences, seminars or workshops.
- 21.6. An employee wishing to take professional development leave must apply in writing to Lifeblood at least six (6) weeks' prior to the proposed leave date. If the employee is wishing to take professional development leave to undertake home study or pre-reading the employee's request will include details of the relevance of the study to the employee's employment.
- 21.7. The application for professional development leave shall be approved by Lifeblood unless there are exceptional circumstances that justify non-approval.
- 21.8. Lifeblood must, within seven (7) days of the request notify the employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the applicant.
- 21.9. Lifeblood supports employee representatives and will provide up to four (4) days leave per annum for all employee representatives to attend union related activities and/or training. Adequate notice must be provided for such activities and requests for additional leave may be considered.

Conference/Seminar Leave

- 21.10. Conference/seminar leave may be taken to attend a work conference or seminar;
- 21.11. An employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An employee is not required to report back in any way or provide in-services following conference/seminar attendance.
- 21.12. Where possible the leave should be requested in writing six (6) weeks in advance of the proposed leave date.
- 21.13. Lifeblood will not unreasonably withhold approval of the leave.
- 21.14. Lifeblood must, wherever possible, notify the employee whether leave will be granted within seven (7) days of the application being made.

Study Leave

- 21.15. Paid study leave will be available to all full-time and part-time employees at the discretion of Lifeblood. Access to paid study leave will be in accordance with Lifeblood's Study and Professional Memberships Policy, in force and as may be varied from time to time.
- 21.16. An employee wishing to take study leave in accordance with this clause must apply in writing to Lifeblood as early as possible prior to the proposed leave date. The employee's request should include:
- (a) Details of the course and institution in which the employee is enrolled or proposes to enrol; and
 - (b) Details of the relevance of the course to the employee's employment.
- 21.17. Lifeblood must, within seven (7) days of the application being made, notify the employee of whether her or his request for study leave has been approved.

22. Long service leave – Victorian employees

- 22.1. An employee, shall be entitled to long service leave, in accordance with section 113(1) of the Act and the more beneficial entitlements contained in this clause. In addition, the entitlements described in this clause are equally provided to casual Registered Nurses.
- 22.2. The amount of such entitlement shall be:
- (a) On the completion of fifteen (15) years of continuous service by the employee, six (6) months long service leave and thereafter an additional two (2) months long service leave on the completion of each additional five (5) years' service.
 - (b) In addition, in the case of an employee who has completed more than fifteen (15) years' service and whose employment terminates otherwise than by the death of the employee, an amount of long service leave equal to one thirtieth (1/30) of the period of service since the last accrual of entitlement to long service leave under clause 22.2(a).
 - (c) In the case of an employee who has completed at least seven (7) years' service, but less than fifteen (15) years' service and whose employment terminates for any cause, such amount of long service leave as equals one thirtieth of the period of service.

Payment for period of leave

- 22.3. Payment to an employee in respect of long service leave shall be made by agreement between the employee and Lifeblood.
- 22.4. Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay as it occurs as set out at clause 43 (Salaries).
- 22.5. Lifeblood may approve an application by an employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.

Taking of Leave

- 22.6. When an employee becomes entitled to long service leave such leave shall be granted by Lifeblood within six (6) months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed.

22.7. Employees may access long service leave, pro rata after seven (7) years' continuous service whilst still employed.

Service entitling to leave

22.8. For the purposes of this clause service shall be deemed to be continuous notwithstanding:

- (a) the taking of any annual leave, long service leave, or other paid leave approved in writing by Lifeblood and not covered by clauses 22.8(b) or 22.8(d);
- (b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 17 (Personal leave);
- (c) any interruption or ending of the employment by Lifeblood if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (d) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 37 (Accident pay);
- (e) any unpaid leave of absence of the employee where the absence is authorised in advance in writing by Lifeblood to be counted as service;
- (f) any absence from work of an employee on parental leave for a period not exceeding twenty-four (24) months;
- (g) any interruption arising directly or indirectly from an industrial dispute;
- (h) Termination as described in clause 35 (Termination) of an employee if the employee is re-employed within a period not exceeding two months from the date of such termination;
- (i) in the case of any unpaid absence of not more than twenty-four (24) months for the sole purpose of undertaking a course of study related to nursing where the written approval of Lifeblood is given;
- (j) any other absence of an employee by leave of Lifeblood, or on account of injury arising out of or in the course of the employment of the employee not covered by clause 22.8(d).

22.9. In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clauses 22.8(a) to 22.8(f) shall be counted as part of the period of service, but any interruption or absence of a kind mentioned in clauses 22.8(h) to 22.8(j) shall not be counted as part of the period of service unless it is so authorised in writing by Lifeblood.

23. Long service leave – Tasmanian employees

- 23.1. Unless otherwise provided for in this clause, long service leave entitlements shall be in accordance with the Long Service Leave Act 1976 (Tasmania).
- 23.2. Employees employed under the terms of this Agreement shall be entitled to thirteen (13) weeks paid leave after completing ten (10) years of continuous employment. After each additional ten (10) years continuous service, an employee's entitlement shall be eight and two thirds weeks paid leave.
- 23.3. Where an employee is by virtue of the Long Service Leave Act 1976 (Tasmania) entitled to a period of long service leave, Lifeblood should whenever it is practically possible, at the request of the employee, allow the employee to take the whole or any part of the long service leave at double the quantum of leave at half the pay or half the quantum of leave at double pay (as the case may be) provided that such arrangement will not result in an additional cost to Lifeblood.
- 23.4. When an employee becomes entitled for long service leave, such leave shall be granted by Lifeblood within six (6) months of the date of the entitlement.
- 23.5. When an employee becomes entitled for long service leave, Lifeblood may request the employee to take such leave as thought appropriate, within twelve (12) months of the entitlement and the employee shall, upon such request, proceed on Long Service Leave, within the appointed time.
- 23.6. Lifeblood may, subject to it being mutually agreed, allow an employee to access a pro-rata entitlement after the completion of seven (7) years continuous service whilst still employed.

24. Public holidays

- 24.1. All full time and part time employees who are rostered to work on the following days shall be allowed as holidays without the deduction from pay:

In Victoria

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Saturday before Easter Sunday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Friday before the AFL Grand Final, Christmas Day, Boxing Day and Melbourne Cup Day or, another day as declared in a particular locality.

In Tasmania

- (b) New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (c) Show day means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of a local show day, is agreed on by the employee and the Blood Service.

- 24.2. All public holidays described in 24.1 may be amended by Federal or respective State Governments or local municipalities. If an additional day is declared by Federal or a respective State Government or local municipalities as a public holiday in addition to those described in 24.1, that day will be treated as a public holiday in accordance with this clause.

Substitute Days

- 24.3. Where Christmas Day is on a Saturday or Sunday, a substitute day shall be observed on 27 December.
- 24.4. Where Boxing Day is on a Saturday or Sunday a substitute days shall be observed on 28 December.
- 24.5. Where New Year's Day or Australia Day is a Saturday or Sunday, a substitute day shall be observed on the next Monday.
- 24.6. On any public holiday named in this clause or day observed in lieu thereof the employee who observes the public holiday, shall be paid at the ordinary rate of pay (exclusive of penalties and daily allowances) the employee would normally receive for hours usually worked on that day.
- 24.7. An employee, including a casual, who is required to work ordinary hours on a public holiday shall be paid at the rate of 250%. A casual employee who works Christmas day, where it falls on a Sunday, shall be paid at the rate of 281.25%.
- 24.8. All full-time employees will receive a day's ordinary pay for public holidays named in this clause that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.
- 24.9. A part time employee who is rostered off duty on a day on which a public holiday occurs, will be entitled to the public holiday benefit prescribed in clause 24.1, if the part time employee would ordinarily be rostered to work. Ordinary work will be determined:
- (a) If the employee has been rostered to work at least 50% of days on which the public holiday falls, in the preceding twelve (12) month period.
 - (b) The average number of ordinary hours worked on the day on which the public holiday falls, in the preceding twelve (12) month period.

25. Blood Donor's leave

- 25.1. Employees will have the opportunity to give blood during rostered hours.
- 25.2. The giving of blood shall occur at a time mutually agreed between the employee and Lifeblood having regard for the operational needs of the workplace.

26. Jury service

- 26.1. Lifeblood will pay an employee who is required to attend jury service during their ordinary working hours the difference between the amounts paid in respect of their attendance for jury service and the amount they would have reasonably expected to earn for that period had the employee not been performing jury service.
- 26.2. An employee will notify their manager as soon as possible of the requirement for them to attend for jury service and shall provide proof of attendance and the amount received in respect to their attendance.

27. Community service leave

27.1. Community service leave is in accordance with the NES.

27.2. In addition to the entitlements provided in clause 27.1, support will be given to full time and part time employees who are required to participate in serving the community. Examples may include:

- (a) members of the Australian Defence Force Reserves who are required to participate in compulsory military training or redeployment;
- (b) volunteers of state or national emergency services;
- (c) employees dealing with an emergency or natural disaster as part of the response by a recognised emergency response body; and
- (d) participation in Australian Red Cross relief programs.

27.3. Payment during the period of approved absence will be at ordinary pay, but where an employee receives payment for the community service from that organisation/provider, they will forfeit to Lifeblood any amount received for attendance in any of the activities. An employee in this circumstance may elect to have the value of that payment deducted from their ordinary pay from Lifeblood in lieu of forfeiting the payment to Lifeblood.

28. Ceremonial leave

28.1. An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of Lifeblood.

PART 5 – ALLOWANCES

29. Higher duties

- 29.1. A higher duties allowance will be available to an employee who is required to act in a position of a higher classification for:
- (a) any hours worked in the position of Session Leader;
 - (b) three (3) or more shifts in a fortnightly period for all other positions.
- 29.2. Where an employee is regularly required to act in a position of a higher classification for periods other than prescribed in clauses 29.1(a) or 29.1(b), a claim for higher duties payment will be considered by the relevant manager.
- 29.3. Where an employee is required to act in a position which is classified at a higher grade, the higher rate shall be paid whilst so engaged. The employee will be paid at increment one (1) of the higher rate, unless they have been paid at the highest increment of their substantive grade for more than twelve (12) months and they will be paid at increment two (2) of the higher rate. For the avoidance of doubt, an employee eligible for a higher duties allowance will not be paid less than their substantive role.
- 29.4. Where an employee undertakes a period of higher duties for twelve (12) months or greater, the relevant salary increments shall apply.

30. Qualification, Seniors and/or Venesection Allowances

In Victoria

- 30.1. The provisions of this clause only apply to employees in Victoria, who:
- (a) commenced employment on or prior to 13 January 2013; and
 - (b) were in receipt of either a qualification, seniors¹ or venesection allowance: and
 - (c) remain in their current roles.
- 30.2. Providing all eligibility criteria listed in Clause 30.1 are met, the employee will continue to receive this allowance in accordance with Appendix 2 (Allowances).
- 30.3. Subject to subclause 30.1, employees proceeding on annual leave will continue to receive (where applicable) qualifications allowances during their annual leave.

¹ As defined in the Australian Red Cross Blood Service Victorian Nurses Workplace Agreement 2007 clause 34 .
Australian Red Cross Lifeblood Donor Services and Nursing Enterprise Agreement Victoria and Tasmania 2019

In Tasmania

30.4. The provisions of this clause only apply to employees in Tasmania, who

- (a) commenced employment prior to 28 November 2012;
- (b) were in receipt of a qualification allowance; and
- (c) remain in their current roles.

30.5. Providing all eligibility criteria listed in Clause 30.4 are met, the employee will continue to receive this allowance in accordance with Appendix 2 (Allowances).

31. Skills Coaches and Assessors (SCA) allowance

- 31.1. A SCA allowance will be payable only to employees at Grade 1 (DSNA) or Grade 2 (EN) prescribed in Appendix 1 (Classification Pay Ranges) when undertaking approved SCA activities. This allowance will be paid in accordance with Appendix 2 (Allowances) on a daily basis.
- 31.2. Employees at Grade 3 (RN) and above are expected to support training and development of others as part of their ordinary activities.

32. Mobile Blood Donor Centre (Mobile centre) allowance

- 32.1. For the purpose of this clause, the definition of a mobile centre is set out in clause 2.8.
- 32.2. An employee working with a mobile centre which is out on location forty (40) kilometres or more from the employee's usual place of residence shall be paid an allowance as provided for in Appendix 2 (Allowances).
- 32.3. This allowance will be paid on a daily basis.

33. Pop-Up Blood Donor Centre (Pop-up centre) allowance

- 33.1. For the purpose of this clause, see definition 2.9 for the definition of a Pop-up Centre.
- 33.2. An employee working with a Pop-up centre and who is required to travel forty (40) kilometres or more from the employee's home suburb of residence to the Pop-up centre location suburb, will be paid an allowance as provided for in Appendix 2 (Allowances).
- 33.3. This allowance is paid on a daily basis.

34. Meal allowance

- 34.1. An employee shall be paid a meal allowance as provided for in Appendix 2 (Allowances) in addition to any overtime payment as follows:
- 34.2. When required to work after the usual finishing hour of work beyond one (1) hour (Monday to Friday inclusive), or in the case of a shift employee when the overtime work on any shift exceeds one (1) hour. Provided that where such overtime work exceeds four (4) hours a further meal allowance shall be paid;
- 34.3. When required to work more than five (5) hours overtime on a Saturday or on a Sunday, or more than five (5) hours by a shift employee on their rostered day off.

PART 6 – MISCELLANEOUS

35. Termination of employment

Notice of Termination by the Employer

- 35.1. In order to terminate the employment of a full time or part time employee Lifeblood shall provide four (4) weeks' notice.
- 35.2. In order to terminate the employment of an employee on a probationary period, Lifeblood shall provide one (1) weeks' notice.
- 35.3. In addition to this notice, employees over forty five (45) years of age at the time of giving such notice, with not less than two years continuous service, are entitled to an additional week's notice.
- 35.4. Payment in lieu of notice will be made if the appropriate notice period (or part thereof) is not required to be worked.
- 35.5. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated, will be paid.
- 35.6. The period of notice provided above, shall not apply in the case of dismissal for conduct that justifies summary dismissal, casual employees or persons engaged on a fixed term contract.

Notice of termination by an Employee

- 35.7. Notice of termination required to be given by an employee is the same as that required of Lifeblood, except there is no requirement on the employee to give an additional weeks' notice based on the age of the employee concerned.
- 35.8. If an employee fails to give the period of notice required, Lifeblood may deduct from wages due to the employee an amount that is no more than one week's wages for the employee.

Time off during notice period

- 35.9. Where Lifeblood has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time that is mutually convenient to the employee and Lifeblood.

36. Uniforms

- 36.1. Where a uniform is required to be worn by an employee and where an employee's weekly ordinary hours are thirty-two (32) or more, a full time uniform allocation shall be provided as follows: five (5) shirts and three (3) pairs of trousers, shorts or skirts and a polar fleece or knit (cardigan or vest) at the commencement of employment.
- 36.2. Where a uniform is required to be worn by an employee and where the employee's weekly ordinary hours are less than thirty-two (32) a part time uniform allocation shall be provided as follows: three (3) shirts and two (2) pairs of trousers or shorts or skirts and a polar fleece or a knit (cardigan or vest) at the commencement of employment.
- 36.3. Where an article of uniform provided to an employee becomes damaged or unwearable it shall be replaced upon return of the previous article.
- 36.4. An employee on leaving Lifeblood shall return any uniform or part thereof provided by Lifeblood which is still in use immediately prior to the employee leaving.

37. Accident Pay - Victoria

- 37.1. Subject to the provisions of clauses 37.4 to 37.6, where an employee is absent from duty as a result of sustaining an injury in respect of which the employee is entitled to weekly compensation payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Victoria), or if applicable in the particular situation the Accident Compensation Act 1985 (Victoria), the employee is eligible to receive accident make-up pay equal to their Ordinary Time Earnings less the amount of weekly compensation they receive.
- 37.2. Ordinary Time Earnings means the total 38 hour weekly rate which would have been payable if the employee had been performing their normal duties excluding any shift allowances, overtime payments or other allowances/penalties.
- 37.3. Accident make-up pay shall only be payable to an eligible employee whilst that employee remains in the employment of Lifeblood.
- 37.4. An employee shall not be entitled to accident make-up pay in respect of any period of annual leave, or long service leave or other paid leave or for any paid public holiday in accordance with the provisions of this Agreement.
- 37.5. Accident make-up pay ceases when:
 - (a) The employee is paid a disability benefit under the State Superannuation Act 1988 or under a similar provision in any other Act; or
 - (b) The employee has been absent for a continuous period of 39 weeks, or an aggregate period of 130 working days, including any public holiday the employee, but for that public holiday, would be required to work.
- 37.6. Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

38. Contract of Employment

- 38.1. Lifeblood will provide employees with a contract of employment which reflects their current situation within the organisation. The contract of employment shall provide:
- classification;
 - hours per fortnight;
 - status of employment; and
 - date of commencement.
- 38.2. When an employee changes contracted hours per fortnight, a letter of variation of hours will be issued by Lifeblood.

39. Work related travel

- 39.1. Where an employee is required to travel during the course of their employment, reimbursement (including meal expenses where applicable) shall be in accordance with Lifeblood's Travel Policy, in force and as may be varied from time to time. The Travel Policy is separate from this Agreement and does not form a part of this Agreement. The provisions of this policy will not be reduced during the currency of this Agreement.
- 39.2. Where an employee is required to travel for work related purposes, such travel is considered to be ordinary work time. For air travel, travel time will be from check in time to time of arrival.

40. Discipline

- 40.1. Where disciplinary action is necessary, the employer shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file. A union or other representative shall be present if requested by either party.
- 40.2. If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The local union or other representative shall be present if requested by either party.
- 40.3. If the problem continues the employee will again be notified by the employer. If a final warning is to be given then it shall be issued in writing and if required by either party, a copy sent to the relevant union or relevant representative. The employee has the right to union or other representation if requested.
- 40.4. If the problem re-occurs, the employee's employment may be terminated. However, an employee's employment may not be terminated without the authority of senior management.
- 40.5. Despite clauses 40.1 to 40.4, an employee may still be summarily dismissed for acts of serious and wilful misconduct.
- 40.6. Where an employee's actions seriously risk their ongoing employment and the employer makes a decision not terminate the employment, a first and final warning will be issued. The employee will be placed on a performance improvement plan (PIP).

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- 40.7. If a dispute arises over any disciplinary action instigated against an employee by the employer, the course of action to be followed shall be in accordance with clause 50 (Dispute Settlement Procedure).
- 40.8. If after any warning, a period of twelve months elapses without any further warning or action being required, the warning must be removed from the employee's personal file.
- 40.9. All new employees shall be handed a copy of these procedures on commencement of employment.

41. Skills Mix

- 41.1. From the commencement of this Agreement, the parties agree to a skill mix in donor collection services in Victoria to a maximum of thirty-five (35) per cent of Grade 1 classified employees, with the remainder of employees being classified at Grades 2, 3 and Session Leaders.
- 41.2. The parties recognise that despite the employer's best efforts to recruit employees to comply with the above skill mix, there may be circumstances where this skill mix is unable to be achieved and a higher percentage of Grade 1 employees is required to meet donor demand or operational requirements. In this instance, the parties agree the skill mix may be varied as long as no one donor centre exceeds forty-five (45) per cent of Grade 1 classified employees, with the remainder of employees being classified at Grades 2, 3 and Session Leaders.
- 41.3. Where there is a dispute as to compliance with the processes provided for in this clause, either party may seek the assistance of the FWC in accordance with clause 50 (Dispute Settlement Procedure). However, clinical aspects and judgment in relation to the recruitment of suitable employees remains the sole responsibility and accountability of Lifeblood and are not subject to consideration by the FWC.

42. Employment Police Checks

- 42.1. When an employee is required to furnish a satisfactory National Police Check, as an employment requirement, Lifeblood will meet the initial and subsequent police check costs for the employee.
- 42.2. If Lifeblood holds a copy of the police check, then upon written request by the Employee, Lifeblood will provide a copy of the police check that is held on the file to the Employee.

PART 7 – SALARIES & RELATED INFORMATION

43. Salaries

- 43.1. Wage increases shall be paid in accordance with Appendix 1 (Classification Pay Ranges) of this Agreement:
- 43.2. All increases shall be paid on the First Full Pay Period On or After (FFPPOA) 1 January in each year of the Agreement, being:
- (a) 1 January 2020;
 - (b) 1 January 2021; and
 - (c) 1 January 2022.
- 43.3. The Employer provides a commitment that, barring exceptional circumstances, the first wage increase in the replacement Enterprise Agreement will apply from no later than the first full pay period on or after 1 January 2023.
- 43.4. Allowances (other than allowances which have been grandfathered) will be increased on the First Full Pay Period On or After 1 January 2020, in accordance with Appendix 2 (Allowances) of this Agreement.

44. Salary packaging

- 44.1. Employees shall be entitled to salary package in accordance with the Lifeblood policy and government legislation as amended from time to time at the sole discretion of Lifeblood.
- 44.2. Whilst employees are required to comply with Lifeblood's policies and procedures they do not form part of this Agreement or their contract of employment.

45. Superannuation

- 45.1. Lifeblood shall contribute on behalf of the employee in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth ("the SGA Act") as varied from time to time subject to:
- (a) The employee being entitled to nominate the complying superannuation fund or scheme, in accordance with the SGA Act, to which contributions may be made.
 - (b) Lifeblood contributions shall be paid on a monthly basis in line with the superannuation guarantee arrangements.
 - (c) In the event that the employee does not nominate a preferred fund within four (4) weeks of commencing employment Health Employees Superannuation Trust Australia (HESTA) shall become the default fund.

46. Increments subject to performance

- 46.1. Where applicable, as prescribed in Appendix 1 (Classification Pay Ranges) increment movements will occur in the First Full Pay Period On or After 1 November each year.
- 46.2. All employees who commenced prior to 1 August will be entitled to receive the next increment in their respective grade unless they have been on unpaid leave for a period greater than nine (9) months.
- 46.3. Annual increments will be subject to the employee's satisfactory performance over the preceding twelve months as outlined in their performance and development plan and review objectives.

47. Payment of wages

- 47.1. Payment will be made by electronic transfer fortnightly directly into a nominated bank or like account.
- 47.2. Salaries shall be paid no later than Thursday following the end of the pay period ("Pay fortnight"), provided no public holiday falls during the week and no unforeseen event outside the reasonable control of Lifeblood frustrates the ability to meet the requirement of this clause.
- 47.3. On or prior to the pay day Lifeblood shall provide each employee with a payslip detailing the amount of wages to which they are entitled, the amount of deductions and the net amount being paid into the nominated bank or like account.
- 47.4. Any underpayment of the employee's fortnightly salary will be corrected as soon as practicable.
- 47.5. If Lifeblood makes an overpayment to an employee, the following process will apply:
 - (a) Lifeblood will notify the employee of the error and the amount of the overpayment and advise the employee that, subject to anything the employee may have to say about the recovery of the overpayment, Lifeblood will seek to recover the overpayment through deductions from the employee's fortnightly salary;
 - (b) The employee will have seven (7) days within which to provide information to Lifeblood to establish that the recovery of the overpayment in the manner proposed will place undue financial hardship on the employee (Application);
 - (c) If the employee does not make such an Application, the employee will be required to authorise Lifeblood such that Lifeblood corrects any such overpayment by fortnightly deductions of ten (10) per cent of the employee's fortnightly salary, or the total amount (if the total amount is less than ten (10) per cent of the employee's fortnightly salary) until the full amount of the overpayment has been reimbursed to Lifeblood unless otherwise agreed.
 - (d) If the employee makes an Application and satisfies Lifeblood that making repayments in the manner set out in clause 47.5(c) above, places undue financial hardship on the employee, Lifeblood may in consultation with the employee, vary the repayment schedule.
- 47.6. Notwithstanding clause 47.5 above, any overpayment will be recovered within the same financial year in which it was incurred.

PART 8 – CONSULTATION & DISPUTE RESOLUTION

48. Redundancy

48.1. This clause shall not apply to persons engaged for a specified period of time or casual basis.

Discussions before termination

48.2. Where Lifeblood has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that the decision will lead to termination of employment, Lifeblood shall hold discussions with the employees directly affected. In determining a redundancy, consideration will be given to the following:

- (a) the need to retain necessary skills for operational requirements;
- (b) where the length of service and/or skills justify the transfer of the employee to a different location within the organisation;
- (c) the cost of redundancy.

48.3. The discussions shall take place as soon as is practicable after the Lifeblood has made a definite decision. Discussions shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse effect of any terminations on the employees concerned. Lifeblood is not required to disclose confidential information which may adversely affect Lifeblood

48.4. For the avoidance of doubt discussions before termination carried out in accordance with clause 48.2 and 48.3 shall satisfy the Consultation Requirements as detailed in clause 49 (Consultation).

Notice of Termination of Employment

48.5. In order to terminate the employment of a redundant employee, Lifeblood will give to the employee notice, or payment in lieu of this notice, in accordance with clause 35 (Termination of Employment).

48.6. Payment in lieu of notice prescribed above must be made if the appropriate notice period is not given. For the avoidance of doubt, employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

48.7. The required amount of payment in lieu of notice must be at least equal to the total of all amounts that the employee would have received had the employee's employment continued until the end of the required notice period having regard to:

- (a) the employee's ordinary hours of work;
- (b) the amounts ordinarily payable to the employee in respect to those hours, including for example, allowances, loading and penalties; and
- (c) any other amount payable under the employee's contract of employment.

48.8. For the avoidance of doubt, an entitlement to notice or payment in lieu of all or part of notice under this clause arises instead of, and not in addition to, any other entitlements to notice on termination of employment that the employee may have.

48.9. Lifeblood may direct to terminate an employee's employment at any time from the commencement of the period of notice provided in clause 35 (Termination of Employment) and before the end of the period of notice Lifeblood will pay out the outstanding notice required.

Severance Pay – Victorian employees

48.10. In addition to the period of notice an employee whose employment is terminated for reasons of redundancy shall be entitled to severance pay up to a maximum of twenty (20) weeks as follows:

Employee's Period of Continuous Service	Redundancy Pay period (based on the ordinary rate of pay for the relevant classification)
1 year	4 weeks
2 years	6 weeks
3 years	7 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	14 weeks
8 years	16 weeks
9 years	18 weeks
10+ years	20 weeks

Severance Pay – Tasmanian employees

48.11. In addition to the period of notice an employee whose employment is terminated for reasons of redundancy shall be entitled to severance pay as follows:

Employee's Period of Continuous Service	Redundancy Pay period (based on the ordinary rate of pay for the relevant classification)
1 year	4 weeks
2 years	6 weeks
3 years	7 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	14 weeks
8 years	16 weeks
9 years	18 weeks
10 years	20 weeks
11 years	22 weeks
12 years	24 weeks
13 years	26 weeks
14 years	28 weeks
15 years	30 weeks

Suitable alternative employment

48.12. Where a redundancy situation occurs, Lifeblood will make reasonable efforts to identify suitable redeployment opportunities within the state the employee resides.

48.13. Lifeblood will give consideration to employees whose positions have been formally declared as excess to requirements by way of inviting them to apply for internal vacancies comparable to that held by them prior to their position being declared surplus before they are generally advertised. The surplus employee must be able to demonstrate that they meet the selection criteria associated with the role, or could meet the selection criteria within a reasonable time with reasonable training and, if these conditions are met, may be redeployed to such positions subject to sufficient vacancies existing.

48.14. Once a position is formally declared by Lifeblood as excess to requirements, the affected staff member will be supplied with a list of appropriate internal vacancies within the state that the employee resides.

48.15. Consideration will be given to employees referred to in clause 35 (Termination of Employment) for a maximum period of four (4) weeks after Lifeblood formally notifies the employees that their position will be made redundant. Where an employee is not redeployed within four (4) weeks after receiving formal notice that their substantive position is redundant, the employee may be terminated.

Note: The four (4) week period referred to herein includes the required period of notice detailed under clause 35 (Termination of Employment).

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- 48.16. An employee who resigns in this four (4) week period will still be entitled to severance pay if applicable however the notice payment they are entitled to in clause 35 (Termination of Employment) will reduce by the number of weeks that have lapsed since the date of the formal notification by Lifeblood up to the date of resignation by the employee. The employee will not be entitled to the balance of the four (4) week period after the date of resignation.
- 48.17. An employee who accepts redeployment with Lifeblood is not entitled to any severance pay or notice on termination.
- 48.18. An employee who rejects an offer of suitable redeployment does not express an interest in suitable alternative employment opportunities, may forfeit their right to severance pay. Any dispute about whether the redeployment opportunity is suitable alternative employment will be dealt with in accordance with the dispute settlement procedure of this Agreement.
- 48.19. Where an employee accepts redeployment to a lower paying role, salary will be maintained at the Agreement classification or benchmark level applicable at that time of the redundancy for the role made redundant until either:
- (a) the salary for the Agreement classification or benchmark level for the alternative role equals or exceeds the salary for the role made redundant; or
 - (b) for up to a period of twelve (12) months whichever is the lesser period.

Career Transition Services

- 48.20. Lifeblood may select an outplacement agency to assist the redundant employee in obtaining external employment.

Time off during notice period

- 48.21. The employee who has been provided with notice of termination for reasons of redundancy shall be allowed up to a period of five (5) days without the loss of pay for the purpose of seeking other employment. The time off shall be agreed between Lifeblood and employee and taken at times which are convenient to the employee after consultation with Lifeblood.
- 48.22. Lifeblood may require the employee to produce proof of attendance at an interview, failure of the employee to do so, shall result in this entitlement being forfeited.

Certificate of Service

- 48.23. On request, Lifeblood will provide an employee terminated due to redundancy with a certificate of service setting out:
- employee's name;
 - period of employment; and
 - last position held
- 48.24. On request, this certificate will include all Personal Leave and Long Service Leave accruals paid and unpaid at the date of termination.

49. Consultation

49.1. This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

49.2. For a major change referred to in paragraph 49.1(a)

- (a) the employer must notify the relevant employees and the relevant Union of the decision to introduce the major change; and
- (b) clauses 49.3 to 49.8 apply.

49.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

49.4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

49.5. As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees and the relevant Union:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees and the relevant Union:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

49.6. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

49.7. If a clause in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 49.2, 49.3 and 49.5 are taken not to apply.

49.8. In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

49.9. For a change referred to in clause 49.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 49.10 to 49.14 apply.

49.10. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

49.11. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

49.12. As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

49.13. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

49.14. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

49.15. In this clause, relevant employees mean the employees who may be affected by the major change.

50. Dispute settlement procedure

- 50.1. The objectives of the procedure are to promote the prompt resolution of grievances in relation to the application of the Agreement and the National Employment Standards by consultation, cooperation and discussion in the workplace.
- 50.2. The term 'parties' referred to in this clause means Lifeblood and its employees.
- 50.3. Whilst this procedure is in place, no stoppage of work, or any form of ban or limitation of work shall be applied and work shall continue normally unless an employee has a reasonable concern about imminent risk to their health and safety.
- 50.4. No party shall be prejudiced as to the final settlement by the continuance of work.
- 50.5. The employee may choose to have a representative involved in the dispute settlement process.
- 50.6. Health and Safety Matters are exempted from Step 4.

Step 1

- 50.7. In the first instance, the employee shall inform their immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance.

Step 2

- 50.8. If the grievance is still unresolved, the employee will submit the matter in writing to their Manager to facilitate further discussion in an attempt to resolve the matter.

Step 3

- 50.9. If the grievance continues to be unresolved, further discussion shall occur with the Manager and/or People and Culture Representative, employee and/or their representative.

- 50.10. The following is agreed:

- (a) the aggrieved employee and/or their representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be investigated in a thorough, fair and impartial manner; and
- (c) there is no undue delay in the progression of the matter, with the intent to resolve disputes as quickly as is reasonably possible.

Step 4

- 50.11. Should the dispute continue to be unresolved following the exhaustion of the above three (3) steps either party may apply to have the dispute conciliated by the FWC. Neither party can refer the dispute to conciliation unless and until the above steps have been exhausted and provided that they have been adhered to.

- 50.12. An application to the FWC or its successor to assist the parties to resolve a dispute by conciliation under this clause:

- (a) can only be made in relation to the application of this Agreement; and
- (b) must be signed by the applicant and specify in detail the matters in dispute, the steps taken to date to resolve the dispute and the resolution sought. A copy of the application shall be provided to the other party.

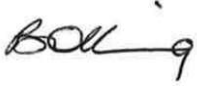
- 50.13. If conciliation fails to resolve the dispute, FWC may arbitrate the matter. FWC may deal with the dispute using all the powers in relation to conciliation and arbitration which are available under the Act or otherwise necessary to make the process effective.

SIGNATORIES TO THE AGREEMENT

Authority to sign Employer Representative, for and on behalf of the **Australian Red Cross Lifeblood**

Name: Brett King, Regional Director – Southern Region

Address: 290 Wellington Street, Perth, WA 6000

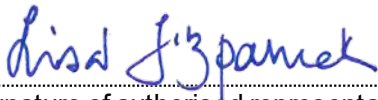


.....
Signature of authorised representative

Authority to sign on behalf of **the Australian Nursing and Midwifery Federation (Victorian Branch)**

Name: Lisa Fitzpatrick, State Secretary

Address: 535 Elizabeth Street, Melbourne, VIC 3000



.....
Signature of authorised representative

Authority to sign on behalf of **the Australian Nursing and Midwifery Federation (Tasmania Branch)**

Name: Emily Shepherd, Secretary

Address: 182 Macquarie Street, Hobart TAS 7000



.....
Signature of authorised representative

Authority to sign Employee Representative, for and on behalf of the **Hobart Donor Centre - Australian Red Cross Lifeblood**

Name: Ellie Kirkland, Session Leader - Hobart

Address: Level 1, 71 Bathurst Street, Hobart TAS 7001



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Signature of authorised representative

APPENDIX 1 – CLASSIFICATION PAY RANGES

Nursing	1 January 2020	1 January 2021	1 January 2022
Grade 1 (DSNA)			
Increment 1	\$ 49,746.42	\$ 50,741.35	\$ 51,756.18
Increment 2	\$ 50,822.52	\$ 51,838.97	\$ 52,875.75
Increment 3	\$ 51,899.64	\$ 52,937.63	\$ 53,996.39
Increment 4	\$ 52,976.76	\$ 54,036.30	\$ 55,117.02
Increment 5	\$ 58,145.10	\$ 59,308.00	\$ 60,494.16
Increment 6	\$ 59,114.10	\$ 60,296.38	\$ 61,502.31
Grade 2 (EN)			
Increment 1	\$ 58,145.10	\$ 59,308.00	\$ 60,494.16
Increment 2	\$ 59,114.10	\$ 60,296.38	\$ 61,502.31
Increment 3	\$ 60,083.10	\$ 61,284.76	\$ 62,510.46
Increment 4	\$ 61,052.10	\$ 62,273.14	\$ 63,518.60
Increment 5	\$ 62,021.10	\$ 63,261.52	\$ 64,526.75
Increment 6	\$ 62,990.10	\$ 64,249.90	\$ 65,534.90
Increment 7	\$ 63,959.10	\$ 65,238.28	\$ 66,543.05
Grade 3 (RN)			
Increment 1	\$ 64,605.78	\$ 65,897.90	\$ 67,215.85
Increment 2	\$ 68,051.34	\$ 69,412.37	\$ 70,800.61
Increment 3	\$ 71,496.90	\$ 72,926.84	\$ 74,385.37
Increment 4	\$ 74,942.46	\$ 76,441.31	\$ 77,970.14
Increment 5	\$ 78,388.02	\$ 79,955.78	\$ 81,554.90
Increment 6	\$ 81,833.58	\$ 83,470.25	\$ 85,139.66
Increment 7	\$ 86,115.21	\$ 87,837.51	\$ 89,594.26

Nursing	1 January 2020	1 January 2021	1 January 2022
Grade 4			
Increment 1	\$ 89,155.14	\$ 90,938.24	\$ 92,757.01
Increment 2	\$ 90,877.92	\$ 92,695.48	\$ 94,549.39
Increment 3	\$ 92,600.70	\$ 94,452.71	\$ 96,341.77
Increment 4	\$ 94,323.48	\$ 96,209.95	\$ 98,134.15
Grade 5			
Increment 1	\$ 98,967.87	\$ 100,947.22	\$ 102,966.17
Increment 2	\$ 101,293.93	\$ 103,319.81	\$ 105,386.21
Increment 3	\$ 103,620.00	\$ 105,692.40	\$ 107,806.25
Increment 4	\$ 105,947.13	\$ 108,066.07	\$ 110,227.40
Grade 6			
Increment 1	\$ 107,850.28	\$ 110,007.28	\$ 112,207.43
Increment 2	\$ 110,175.28	\$ 112,378.79	\$ 114,626.37
Increment 3	\$ 112,501.35	\$ 114,751.38	\$ 117,046.41
Increment 4	\$ 114,193.04	\$ 116,476.90	\$ 118,806.44

Business and Team Management	1 January 2020	1 January 2021	1 January 2022
Grade 7			
Increment 1	\$ 96,430.34	\$ 98,358.94	\$ 100,326.12
Increment 2	\$ 98,358.99	\$ 100,326.17	\$ 102,332.69
Increment 3	\$ 100,325.89	\$ 102,332.41	\$ 104,379.06
Increment 4	\$ 101,505.39	\$ 103,535.50	\$ 105,606.21
Grade 8			
Increment 1	\$ 103,368.84	\$ 105,436.22	\$ 107,544.94
Increment 2	\$ 105,521.04	\$ 107,631.46	\$ 109,784.09
Increment 3	\$ 107,673.24	\$ 109,826.70	\$ 112,023.24
Increment 4	\$ 109,828.50	\$ 112,025.07	\$ 114,265.57
Grade 9			
Increment 1	\$ 112,413.18	\$ 114,661.44	\$ 116,954.67
Increment 2	\$ 114,565.38	\$ 116,856.69	\$ 119,193.82
Increment 3	\$ 116,718.60	\$ 119,052.97	\$ 121,434.03
Increment 4	\$ 118,873.86	\$ 121,251.34	\$ 123,676.36
Grade 10			
Increment 1	\$ 121,806.69	\$ 124,242.82	\$ 126,727.68
Increment 2	\$ 124,851.08	\$ 127,348.10	\$ 129,895.07
Increment 3	\$ 127,973.05	\$ 130,532.51	\$ 133,143.16
Increment 4	\$ 129,419.27	\$ 132,007.66	\$ 134,647.81

APPENDIX 2 – ALLOWANCES

Allowance	Description	1 January 2020	1 January 2021	1 January 2022
Shift Allowance (per shift)	Morning Shift	\$ 28.91	\$ 29.49	\$ 30.08
	Afternoon Shift	\$ 30.32	\$ 30.93	\$ 31.55
	Night Shift	\$ 46.26	\$ 47.19	\$ 48.13
Meal Allowance (per occasion)	After 1 hour of shift	\$ 14.08	\$ 14.36	\$ 14.65
	After 4 hours of shift	\$ 10.71	\$ 10.95	\$ 11.17
	5 hours on Sat/Sun or ADO	\$ 13.41	\$ 13.68	\$ 13.95
	9 hours on a Sat/Sun or ADO	\$ 10.74	\$ 10.95	\$ 11.17
Change of Roster (per occasion)		\$ 31.16	\$ 31.78	\$ 32.42
Skills Coaches & Assessors (per day)		\$ 12.43	\$ 12.68	\$ 12.93
Mobile Donor Centre (per day)		\$ 12.31	\$ 12.56	\$ 12.81
Pop-up Donor Centre (per day)		\$ 12.31	\$ 12.56	\$ 12.81

Allowance	Description	1 January 2020	1 January 2021	1 January 2022
VICTORIA				
Qualifications (per week)	Hospital/Graduate Certificate	\$ 40.46	\$ 40.46	\$ 40.46
	Post Grad Diploma or Degree	\$ 65.75	\$ 65.75	\$ 65.75
	Masters	\$ 75.87	\$ 75.87	\$ 75.87
	PhD	\$ 85.98	\$ 85.98	\$ 85.98
Seniors (per week)	Increment 1	\$ 82.00	\$ 82.00	\$ 82.00
	Increment 2	\$ 83.71	\$ 83.71	\$ 83.71
	Increment 3	\$ 85.42	\$ 85.42	\$ 85.42
	Increment 4	\$ 87.12	\$ 87.12	\$ 87.12
	Increment 5	\$ 88.83	\$ 88.83	\$ 88.83
	Increment 6	\$ 90.52	\$ 90.52	\$ 90.52
	Increment 7	\$ 92.23	\$ 92.23	\$ 92.23
	Increment 8	\$ 93.37	\$ 93.37	\$ 93.37
Venesection (per week)		\$ 12.00	\$ 12.00	\$ 12.00
TASMANIA				
Qualifications	A Registered Nurse who holds a hospital Certificate or a graduate Certificate shall be paid, in addition to their base hourly rate	4.0% of the hourly rate of pay		
	A Registered Nurse who holds a post graduate Diploma or a Degree shall be paid, in addition to their base hourly rate	6.5% of the hourly rate of pay		
	A Registered Nurse who holds a Masters or Doctorate shall be paid, in addition to their base hourly rate of pay	7.5% of the hourly rate of pay		

APPENDIX 3 – NURSING DEFINITIONS & CLASSIFICATIONS

Job family	Grade	Job Role
Nursing	1	Donor Services - Nursing Assistant (DSNA)
	2	Donor Services - Enrolled Nurse (EN)
		Clinical Services & Research - Enrolled Nurse (EN)
	3	Donor Services - Registered Nurse (RN)
		Donor Services - Clinical Supervisor (Rostered to DSRN only when a DCM and Session Leader are not RNs) Clinical Services & Research - Registered Nurse (RN)
	4	Donor Services - Session Leader
		Donor Services - Regional SCA Coordinator
		Donor Services - Bone Marrow Donor Coordinator
		Clinical Trainer
		Clinical Nurse Specialist
		Clinical Services & Research - Medical Services Nurse
	5	Clinical Services & Research - Transfusion Nurse
		Clinical Nurse Advisor
Clinical Services & Research - Blood Matters Project Nurse Clinical Services & Research - Patient Blood Management Education Coordinator		
6	Clinical Nurse Consultant	

Job family	Grade	Job Role
Nursing Business and Team Management	7	Donor Centre Manager (DCM) – Small
		Clinical Services & Research - Clinical Nurse Specialist & Team Leader
	8	Donor Centre Manager (DCM) – Medium
		Clinical Services & Research - Clinical Nurse Advisor & Team Leader
		Clinical Services & Research - Clinical Training Manager
		Clinical Services & Research - National Donor Care: Clinical Support
	9	Clinical Services & Research - Lead Nurse
		Donor Centre Manager (DCM) – Large
	10	Clinical Services & Research Clinical Nurse Consultant and Specialist Manager/Project Lead
		Donor Services - Area Manager

Title	Grade	Descriptor
Lifeblood Donor Services (DS)		
Donor Services Nursing Assistant (DSNA)	Nursing Job Family Grade 1	<p>A member of the nursing job family other than a Registered or Enrolled Nurse, who is employed to assist a Registered or Enrolled Nurse in the provision of a range of nursing and other duties as defined by the Lifeblood and in consultation with the ANMF.</p> <p>The Donor Services Nursing Assistant (DSNA) is responsible for effectively and efficiently supporting donors in key stages of the donation process, including standard donations, whilst at the same time adhering to the strict regulations that govern the collection and production of blood. They are also responsible for providing outstanding customer service to donors and undertaking duties in the collection process as required.</p> <p>Employees in this classification work under the supervision of a Registered Nurse when assisting in nursing related duties. The delegated nursing function can be directly or indirectly supervised depending on the competence of the DSNA and the nature of the work being delegated.</p> <p>DSNAs will have completed the relevant training and been assessed to perform the work in this classification to a safe and competent standard.</p> <p>* In order to progress to increment five (5) and six (6), DSNAs need to be undertaking amended scope training (which must be completed within six months) or be fully qualified to undertake the DSNA amended scope of practice and be performing the amended scope. DSNAs must have a Certificate IV in Pathology (or equivalent as determined by the Blood Service) and be performing the amended scope to remain at increment five (5) and six (6).</p>
Donor Services Enrolled Nurse (EN)	Nursing Job Family Grade 2	<p>The Enrolled Nurse (EN) role is responsible for effectively and efficiently taking donors through the donation process, including non-standard donations, whilst at the same time adhering to the strict regulations that govern the collection and production of blood. They are also responsible for providing outstanding customer service to donors and undertaking duties in the collection process as required.</p> <p>Employees in this classification work under the supervision of a Registered Nurse when undertaking nursing duties. The delegated nursing function can be directly or indirectly supervised depending on the competence of the EN and the nature of the work being delegated.</p> <p>ENs will have completed the relevant training and been assessed to perform the work in this classification to a safe and competent standard</p>

Title	Grade	Descriptor
Lifeblood Donor Services (DS)		
Donor Services Registered Nurse (RN)	Nursing Job Family Grade 3	<p>The Registered Nurse (RN) role is responsible for effectively and efficiently taking donors through the donation process, including non-standard and complex donations, whilst at the same time adhering to the strict regulations that govern the collection and production of blood. They are also responsible for providing outstanding customer service to donors and undertaking duties in the collection process as required.</p> <p>Employees in this classification work provide clinical supervision and leadership by providing clinical advice to all team members involved in the donation process in line with the level of responsibility inherent in their nursing registration. When required, this includes supporting the training and development of others.</p>
Donor Services Clinical Supervisor	Nursing Job Family Grade 3	<p>Note: this role would only be required in the rare event that neither the DCM nor the Session Leader holds a current licence as a Registered Nurse. As this is likely to be a very rare occasion and RNs assigned this duty are not performing the full session leader role, it would be preferred to manage this either as part of an RN's role or with via a loading for this additional responsibility.</p> <p>As a Registered Nurse, provide the clinical oversight to a collection session and advice to all team members involved in the donation process.</p>
Donor Services Session Leader (SL)	Nursing Job Family Grade 4	<p>The Session Leader is responsible for the day to day operation of a donor session through the co-ordination of donor attendance, donor flow through the collection process, staff rosters and breaks. They can also be involved in the logistics of critical stores management, blood courier co-ordination and for mobiles, the logistics of managing a session at temporary sites.</p> <p>They can be designated as 2IC for DCM (second in charge to Donor Centre Manager)</p> <p>They are capable of undertaking all the standard collections duties.</p>

Title	Grade	Descriptor
Lifeblood Donor Services (DS)		
Donor Services Clinical Nurse Advisor	Nursing Job Family Grade 5	<p>The Clinical Nurse Advisor provides clinical support and advice to donor centres and the Regional Donor Services Management team. This role works with donor centres to ensure the efficiency of blood collection processes to minimise wastage and ensure safety for donors and recipients.</p> <p>The Clinical Nurse Advisor will help drive national consistency through the sharing of knowledge and ideas with their colleagues in the other regions.</p>
DS Regional SCA Coordinator	Nursing Job Family Grade 4	<p>The Donor Services Regional Skills Coach & Assessor (SCA) provides the required on the job skills coaching and assessment to new or existing donor centre staff as assigned by the Regional SCA Coordinator to ensure collection activities are carried out in accordance with the Standard Operating Procedures (SOPs) and the Guidelines for the Selection of Blood Donors (GSBD).</p>
Bone Marrow Donor Coordinator	Nursing Job Family Grade 4	<p>Operating as part of a national team, the Bone Marrow Donor Coordinator is responsible for the administration, coordination and management of haemopoietic stem cell donor recruitment as well as overseeing donor liaison and relationship management. This includes arranging testing and screening of potential donors, arranging donation appointments, and performing post donation short and long term follow-up.</p>

Title	Grade	Descriptor
Lifeblood Donor Services (DS)		
Donor Centre Manager (DCM) – Small Centre	Nursing Business and Team Manager Grade 7	<p>The Donor Centre Manager (DCM) is responsible for leading and managing the collections team to support the efficient, sufficient and timely provision of safe blood and blood products within a service excellence culture.</p> <p>They are responsible for the delivery of business outcomes of their Centre through the management of a small team and the day to day leadership of the donor experience, retention, and rebooking. The DCM in small centres will contribute a proportion of their time to collections and operate in a ‘hands-on’ way akin to that of a Session Leader in a Large or Medium site.</p>
Donor Centre Manager (DCM) – Medium Centre or Multiple Mobile Units	Nursing Business and Team Manager Grade 8	<p>The Donor Centre Manager (DCM) is responsible for leading and managing the collections team to support the efficient, sufficient and timely provision of safe blood and blood products within a service excellence culture.</p> <p>They are responsible for the delivery of business and performance outcomes of their Centre through the management of a medium sized team, providing operational leadership of the donor experience, retention, and rebooking and conversion of donors from Whole Blood to Apheresis donations. The DCM in medium centres usually manages a multi donation type centre and/or multi-site centre via mobile units and needs to determine the best use of resources and resolve issues to achieve daily outcomes in line with the business and collections plan.</p>
Donor Centre Manager (DCM) – Large Centre	Nursing Business and Team Manager Grade 9	<p>The Donor Centre Manager (DCM) is responsible for leading and managing the collections team to support the efficient, sufficient and timely provision of safe blood and blood products within a service excellence culture.</p> <p>They are responsible for the delivery of business and performance outcomes of their Centre through the management of a large team, providing operational leadership of the donor experience, retention, and rebooking and conversion of donors from Whole Blood to Apheresis donations. The DCM in large centres will manage a multi donation type centre, inclusive of specialist donations and will often have mobile units attached. They run high profile sites and need to engage with their community and represent Lifeblood in the promotion of donors and the value of donating, therefore requiring strong stakeholder management.</p> <p>They manage the allocation of the team (matching skills, and experience and work priorities) to meet business/collection plan objectives, both on a long term and day -to-day basis. They need to be forward planning to ensure their collection targets are met in balance with their overall business outcomes and are responsible for identifying opportunities for delivering improved outcomes and process.</p>

Title	Grade	Descriptor
Lifeblood Donor Services (DS)		
Donor Services Area Manager	Nursing Business and Team Manager Grade 10	<p>The Area Manager is responsible for leading and managing the business and operational outcomes through the management of multiple donor centres over a geographically dispersed area. They determine the best use of team resources to achieve their Donor Centre's collection and service plans. They will make decisions with regard to the implementation of projects, allocation of work resources and the management of stakeholder issues. They are responsible for implementing nationally consistent programs of work and standards in their Donor Centres.</p> <p>They will lead the implementation of approved change initiatives or programs both within a Centre and across Centres. Engages with the broader Lifeblood business to gain support and implement change. They will facilitate stakeholder acceptance and understanding of improvement opportunities or developments through utilising a variety of negotiation, presentation and education techniques.</p>

Title	Ideal Grade	Descriptor
Lifblood Clinical Services and Research (CS&R)		
Clinical Services and Research - Enrolled Nurse (EN)	Nursing Job Family Grade 2	<p>The Enrolled Nurse (EN) in the Clinical Services and Research can undertake a variety of responsibilities in supporting the work of specialist divisions, be they in the National Contact Centre, first level resolution point for queries from health providers contacting the Lifblood or supporting Medical Services.</p> <p>Employees in this classification work under the supervision of a Registered Nurse when undertaking nursing duties. The delegated nursing function can be directly or indirectly supervised depending on the competence of the EN and the nature of the work being delegated.</p> <p>ENs will have completed the relevant training and been assessed to perform the work in this classification to a safe and competent standard</p>
Clinical Services and Research - Registered Nurse (RN)	Nursing Job Family Grade 3	<p>The Registered Nurse (RN) in the Clinical Services and Research divisions can undertake a variety of responsibilities in supporting the clinical work of specialist divisions, be they in the , point of escalation for resolution of more complex queries from health providers contacting the Lifblood or supporting Medical Services, Transfusion Medicine or Research and Development.</p> <p>Employees in this classification work provide clinical supervision and leadership by providing clinical advice to all team members involved in the area in which they work in line with the level of responsibility inherent in their nursing registration. When required, this includes supporting the training and development of others.</p>
Clinical Services and Research - Clinical Nurse Specialist	Nursing Job Family Grade 4	<p>These RN's in the Clinical Services and Research division provide services to donors, internal and external stakeholders through the implementation and administration of specialist processes and the analysis and interpretation of clinical information in specialist roles that are complex. They utilise their expertise and experience to deliver and improve quality and clinical outcomes drawing on their specialist knowledge and broad levels of experience with Lifblood processes and procedures.</p> <p>They use standard operating procedures, knowledge, experience, and precedent to guide their decision making.</p>

Title	Ideal Grade	Descriptor
Lifeblood Clinical Services and Research (CS&R)		
Medical Services Nurse	Nursing Job Family Grade 4	To provide donor eligibility advice to collection centre staff and national contact centre via the Donor Enquiry Line (DEL), support the staff health functions, donor adverse event follow up, test result management and to assist in other relevant areas of Medical Services as required.
Clinical Trainer	Nursing Job Family Grade 4	The Clinical Trainer will work principally within a Region with responsibility for delivering nationally and locally prepared learning interventions to individuals and groups of new and existing staff. This position will be required to deliver instructor led training sessions, as well as identifying, designing and implementing learning solutions to meet organisational needs.
Transfusion Nurse	Nursing Job Family Grade 5	To provide management and approval (in accordance with Lifeblood policy and National Blood Authority (NBA) guidelines) for Immunoglobulin (Ig) requests and to co-ordinate and facilitate provision of compatible platelet support for external providers and to assist in other relevant areas of Medical Services as required.
Clinical Services and Research - Clinical Nurse Advisor	Nursing Job Family Grade 5	Registered Nurses operating in the Clinical Services and Research division at this level improve donor, patient and external stakeholder outcomes through the utilisation of their knowledge and experience of operational policy and procedures to provide service, support and implementation of specialist processes. They provide quality and clinical subject matter expertise to internal and external stakeholders. They utilise expertise to implement procedures, resolve issues and build capability of their stakeholders. They provide expertise to project teams, and support delivery of organisational changes programs. They utilise their experience, professional expertise and guidelines to provide advice and manage anomalies, resolve issues and guide their decisions. These roles provide recommendations for situations outside of the norm drawing upon their analysis and expertise, Lifeblood experience, internal standards and external regulations.

Title	Ideal Grade	Descriptor
Lifeblood Clinical Services and Research (CS&R)		
Blood Matters Project Nurse	Nursing Job Family Grade 5	<p>To work with clinicians across Victoria to promote patient blood management principles and the safe, appropriate and efficient use of blood and blood products in accordance with national/international guidelines and National Quality and Health Care Standards (NQHCS) by:</p> <ul style="list-style-type: none"> • Improving clinician and patient awareness and knowledge of subcutaneous immunoglobulin (SCIg) and governing clinical practice guidelines • Supporting the development and implementation of SCIg programs including development and dissemination of education materials, and processes/systems in accordance with the Blood Matters Program strategic directions • Supporting SCIg educational activities within health services across Victoria using train the trainer methodology to ensure competent patient training • Enhance access to information by making successful practical improvement strategies available through the Blood Matters website • Providing support to, and participation in other blood sector improvement activities through the Blood Matters program • Engage and communicate with health care facilities, and partners in care
Patient Blood Management Education Coordinator	Nursing Job Family Grade 5	<p>To work with clinicians across Victoria to promote patient blood management principles and the safe, appropriate and efficient use of blood and blood products in accordance with national/international guidelines and National Quality and Health Care Standards (NQHCS) by:</p> <ul style="list-style-type: none"> • Supporting the development and implementation of patient blood management (PBM) and transfusion education materials, and the processes/systems by which they are disseminated in accordance with the Blood Matters Program strategic directions • Supporting the PBM activities within health services in accordance with the Blood Matters strategic plan • Providing support to Transfusion Nurses, Trainers, and Safety Officers • Facilitating Transfusion Nurse/Trainers/Safety Officers education and networking events • Engage and communicate with health care facilities • Assisting with transfusion and PBM education needs of Victorian health services

Title	Ideal Grade	Descriptor
Lifeblood Clinical Services and Research (CS&R)		
Clinical Services and Research Clinical Nurse Consultant	Nursing Job Family Grade 6	<p>Registered Nurses operating in the Clinical Services and Research division at this level undertakes clinical, specialist, technical or analytical processes to deliver services and advice to Lifeblood and/or external health providers. Utilises knowledge and expertise to recommend the appropriate clinical processes and to inform decision-making of external health providers and Lifeblood staff within their area of specialist knowledge.</p> <p>They will collaborate with internal and external stakeholders to identify and act upon safety, quality and compliance risks and facilitate processes to build strategies to address. Follows through to resolution.</p>

Title	Grade	Descriptor
Lifeblood Clinical Services and Research (CS&R)		
Clinical Services and Research Clinical Nurse Specialist & Team Leader	Nursing Business and Team Manager Grade 7	<p>These RN's in the Clinical Services and Research division provide services to donors, internal and external stakeholders through the implementation and administration of specialist processes and the analysis and interpretation of clinical information in specialist roles that are complex. They utilise their expertise and experience to deliver and improve quality and clinical outcomes drawing on their specialist knowledge and broad levels of experience with Lifeblood processes and procedures.</p> <p>They use standard operating procedures, knowledge, experience, and precedent to guide their decision making.</p> <p>As a Team Leader, they are responsible for the delivery of business outcomes of their department/project through the management of a small team and the day to day leadership of its operational plan, inclusive of resource management.</p>
Clinical Training Manager	Nursing Business and Team Manager Grade 8	<p>The role provides operational support National Donor Care Advisor including planning, scheduling, quality review, clinical subject matter expertise and project advice. The role assists the National L&D Manager with a range of operational management and leadership responsibilities including team member recruiting, induction and coaching, project delivery and stakeholder management. This role will also facilitate learning programs during peak periods to ensure relevance and skills maintenance.</p>
Clinical Services and Research Clinical nurse Advisor & Team Leader	Nursing Business and Team Manager Grade 8	<p>Registered Nurses operating in the Clinical Services and Research division at this level improve donor, patient and external stakeholder outcomes through the utilisation of their knowledge and experience of operational policy and procedures to provide service, support and implementation of specialist processes. They provide quality and clinical subject matter expertise to internal and external stakeholders. They utilise expertise to implement procedures, resolve issues and build capability of their stakeholders. They provide expertise to project teams, and support delivery of organisational changes programs.</p> <p>They utilise their experience, professional expertise and guidelines to provide advice and manage anomalies, resolve issues and guide their decisions. These roles provide recommendations for situations outside of the norm drawing upon their analysis and expertise, Lifeblood experience, internal standards and external regulations.</p> <p>As a Team or Project Leader they are responsible for the delivery of business and performance outcomes of their department/project by providing expertise to the team, the management of daily workflow and outcomes and the delivery of support and service to customers and stakeholders.</p>

Title	Grade	Descriptor
Lifeblood Clinical Services and Research (CS&R)		
National Donor Care: Clinical Support	Nursing Business and Team Manager Grade 8	<p>Provide expertise, guidance and support on matters which ensure that Lifeblood provides an environment which supports excellent donor care, health and safety, donor satisfaction and loyalty. As directed, this may include aspects of development and implementation of donor safety policy, staff training support of processes around management of donor adverse events, assistance with clinical audit, collection workforce related data and scope of practice issues, as well as other clinical initiatives.</p> <p>Identify and proactively anticipate implications for the delivery of donor care and services and as required adapt and implement appropriate plans.</p> <p>Support the development, implementation and communication of strategies to achieve Lifeblood's purpose.</p>
Lead Nurse	Nursing Business and Team Manager Grade 8	<ul style="list-style-type: none"> • Provide direct line management of local registered nurse team and oversight of clinical activities • Provide clinical guidance to optimise donor, recipient and blood component safety in accordance with organisational guidelines and in line with policy. • In conjunction with Medical Officers and Medical Specialists and standard operating procedures provide clinical advice in support of patient blood management guidelines. • Ensure adoption of standardised national policies, systems and procedures • Provide advice, development and support for local Nurse team • Ensure clinical issues are escalated to the Medical Officers, National Donor Care, DPU &/or Path Services as required
Clinical Services & Research Clinical Nurse Consultant and Specialist Manager/Project Lead	Nursing Business and Team Manager Grade 9	<p>Registered Nurses operating the Clinical Services and Research division at this level undertakes clinical, specialist, technical or analytical processes to deliver services and advice to Lifeblood and/or external health providers. Utilises knowledge and expertise to recommend the appropriate clinical processes and to inform decision-making of external health providers and Lifeblood staff within their area of specialist knowledge.</p> <p>They will collaborate with internal and external stakeholders to identify and act upon safety, quality and compliance risks and facilitate processes to build strategies to address. Follows through to resolution.</p> <p>As a Specialist Manager or Project Leader they are responsible for the management of a specialised or complex work function. The team is highly specialised and the role requires technical or specialist leadership. Decisions are made with regard to implementation of projects, allocation of work resources and the management of stakeholder issues.</p>

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/2045

Employer:

Australian Red Cross Society trading as Australian Red Cross
Lifeblood (Employer)

Application:

Section 185 – Application for approval of a single enterprise
agreement, namely the *Australian Red Cross Lifeblood Donor
Services and Nursing Enterprise Agreement Victoria and
Tasmania 2019 (Agreement)*

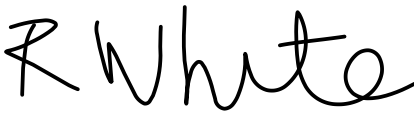
Authorised representative:

Rosie White
Senior People and Culture Consultant

Undertaking- Section 190

For and on behalf of the Employer I, Rosie White:

1. declare that I have authority to give this undertaking on behalf of the Employer,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:
 - a. That clause 50.6 is deleted.

Date signed:	7 August 2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Rosie White
Signature:	
Witness name:	Belinda Graham
Witness signature*: *I witnessed Rosie White's signature by audio visual link in accordance with the <i>COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020 (Vic)</i>	