



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Red Cross Blood Service
(AG2015/7111)

AUSTRALIAN RED CROSS BLOOD SERVICE NURSING ENTERPRISE AGREEMENT TASMANIA 2015

Tasmania

COMMISSIONER LEE

MELBOURNE, 25 JANUARY 2016

Application for approval of the Australian Red Cross Blood Service Nursing Enterprise Agreement Tasmania 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Red Cross Blood Service Nursing Agreement Tasmania 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Australian Red Cross Blood Service. The Agreement is a single enterprise agreement.

[2] 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.

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 February 2016. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

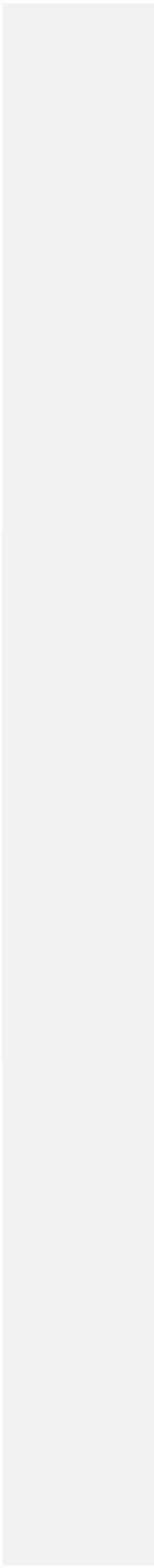
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Australian Red Cross
BLOOD SERVICE

**Australian Red Cross Blood Service
Nursing Enterprise Agreement
Tasmania 2015**



INDEX

PART 1 – ADMINISTRATIVE ARRANGEMENTS	4
1 TITLE	4
2 DEFINITIONS	4
3 PERSONS COVERED	4
4 SCOPE	4
5 PERIOD OF OPERATION	5
6 PURPOSE OF AGREEMENT	5
7 REPLACEMENT AGREEMENT	5
8 FLEXIBILITY	5
PART 2 – TYPES OF EMPLOYMENT	7
9 EMPLOYMENT CATEGORIES	7
PART 3 – HOURS OF WORK	8
10 HOURS OF WORK	8
11 ROSTERS	8
12 FLEXIBLE WORK/LEAVE ARRANGEMENTS	9
13 WEEKEND WORK	10
14 OVERTIME	10
15 MEAL AND REST BREAKS	11
PART 4 – LEAVE	13
16 PERSONAL LEAVE	13
17 PUBLIC HOLIDAYS	16
18 PARENTAL LEAVE	16
19 ANNUAL LEAVE AND LEAVE LOADING	16
20 STUDY, PROFESSIONAL DEVELOPMENT & CONFERENCE LEAVE	17
21 EMPLOYEE REPRESENTATIVE LEAVE	18
22 LONG SERVICE LEAVE	18
PART 5 – ALLOWANCES	20
23 HIGHER DUTIES ALLOWANCE	20
24 SHIFT ALLOWANCE	20
25 WORK RELATED TRAVEL	20
26 QUALIFICATIONS ALLOWANCE	20
27 MEAL ALLOWANCE	20
28 SKILLS COACHES AND ASSESSORS (SCA) ALLOWANCE	21

PART 6 – MISCELLANEOUS	22
29 TERMINATION OF EMPLOYMENT	22
30 UNIFORMS	22
31 PAYMENT OF POLICE CHECKS	23
PART 7 – SALARIES & RELATED INFORMATION	24
32 SALARIES	24
33 PAYMENT OF WAGES	24
34 INCREMENTS SUBJECT TO PERFORMANCE	25
35 SALARY PACKAGING	25
36 SUPERANNUATION	25
PART 8 – CONSULTATION & DISPUTE RESOLUTION	26
37 CONSULTATION	26
38 REDUNDANCY	28
39 DISPUTE SETTLEMENT PROCEDURE	31
SIGNATORIES TO THE AGREEMENT	33
APPENDIX 1: CLASSIFICATION PAY RANGES	34
APPENDIX 2: ALLOWANCES	36
APPENDIX 3: NURSING CLASSIFICATIONS & DEFINITIONS	37

PART 1 – ADMINISTRATIVE ARRANGEMENTS

1 TITLE

- 1.1 This Agreement will be known as the Australian Red Cross Blood Service Nursing Enterprise Agreement Tasmania 2015.

2 DEFINITIONS

- 2.1 “Agreement” means the Australian Red Cross Blood Service Nursing Enterprise Agreement Tasmania 2015.
- 2.2 “Blood Service” means the Australian Red Cross Blood Service (Tasmania)
- 2.3 “Employer” means the Australian Red Cross Blood Service (a division of the Australian Red Cross Society) ABN 50169561394.
- 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 “Union” means the Australian Nursing and Midwifery Federation, Tasmanian Branch (ANMF).

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 Union.

4 SCOPE

- 4.1 This Agreement shall apply to all employees employed by the Blood Service in Tasmania who are employed in any of the classifications specified in Appendix 1 (Classification Pay Ranges).
- 4.2 To avoid doubt, this Agreement does not apply to or cover employees employed in any of the following positions within the Blood Service in Tasmania:
- Members of the Executive
 - Senior Leadership Team
 - Positions which report directly through to an Executive Director
 - Other senior positions as defined/determined by the Blood Service within the organisation.

5 PERIOD OF OPERATION

- 5.1 This Agreement shall commence operation seven (7) days after the FWC approves the Agreement (Commencement date). The Agreement will expire on 31 December 2019. 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 the Blood Service, ensuring an attractive and competitive work environment.
- 6.2 The parties are at all times committed to the achievement of the vision and mission of the organisation in accordance with the Blood Service values.
- 6.3 The parties to 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 and 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 Nurses Enterprise Agreement Tasmania 2012.

8 FLEXIBILITY

- 8.1 The Blood Service 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; and
 - (b) the arrangement meets the genuine needs of the Blood Service and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and

- (c) the arrangement is genuinely agreed to by the Blood Service and employee.
- 8.2 The Blood Service 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.
- 8.3 The Blood Service must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Blood Service and employee; and
 - (c) is signed by the Blood Service and 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.
- 9.4 The Blood Service must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 9.5 The Blood Service or 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 the Blood Service and employee agree in writing, at any time.

PART 2 – TYPES OF EMPLOYMENT

9 EMPLOYMENT CATEGORIES

9.1 Employees may be employed in any of the following manners:

- (i) Permanent (Full time or Part time)
- (ii) Fixed Term (Full time or Part time)
- (iii) Casual

9.2 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 Employees

9.3 A full time employee is defined as someone who is engaged as such and required to work ordinary hours as prescribed in clause 11.1.

Part-Time Employees

9.4 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 11.1.

9.5 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.

9.6 A part time employee shall accrue leave on a pro rata basis in accordance with actual hours worked.

Casual Employees

9.7 A casual employee means an employee who is employed on an intermittent and /or irregular basis.

9.8 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 leave entitlements of full time employees.

9.9 A casual employee shall be employed for a minimum of three (3) hours, unless otherwise agreed between the employee and the Blood Service.

Fixed Term Employees

9.10 The Blood Service 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.

10.11 The intention of the Blood Service in engaging employees on a fixed term contract basis is to fill short term gaps where on-going employment would not be suitable.

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'.

10 HOURS OF WORK

10.1 The ordinary hours of work shall be worked based on an average of either (exclusive of meal times):

- (i) 76 hours within a period of 14 consecutive days (fortnight), or
- (ii) 152 hours within a period not exceeding 28 consecutive days (4 weeks).

10.2 It is the intention that employees will be rostered so as to provide for two (2) consecutive days off per week, unless otherwise mutually agreed.

10.3 Ordinary hours of work for employees may be worked as eight (8) hours (when accruing ADO) or seven point six (7.6) hours (when not accruing ADO) and up to nine (9) hours in a day (excluding meal breaks). With agreement, shifts may be rostered up to ten (10) hours in a day worked (excluding meal times). In this case any rostered shift length above 7.6 or 8 hours and up to 10 hours will become the full time shift length for the employee on that day.

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

10.5 Work performed in excess of ordinary hours provided for in sub clause 10.1 above will be paid at overtime rates in accordance with clause 15 (Overtime).

Span of Hours

10.6 The ordinary span of hours during which employees may be required to work are between 7.00am and 9.00pm Monday to Friday and 7.00am and 5.00pm Saturday. The span of ordinary hours may be varied by mutual agreement between the Blood Service and employee(s), in accordance with clause 9 (Flexibility) of this Agreement. In such instances this shall become the ordinary hours of work for the employee(s).

11 ROSTERS

11.1 The Blood Service shall determine the employee's rostered hours of work. When setting the roster the Blood Service will:

- advise employees of their roster at a minimum of four (4) weeks before the commencement of the roster period of a minimum of four (4) weeks duration;
- take into account the employee's personal and family needs and accommodate these as far as practicable;
- ensure the existing number of shifts rostered per fortnight (at the commencement date) is not increased, unless by agreement;

- display the roster in a place conveniently accessible.
- 11.2 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. Where a roster change occurs within twenty-four (24) hours of the required date of change, mutual agreement will be obtained.
- 11.3 Where an unexpected roster change is required and involves an employee working on a day which would have been his or her 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 the Blood Service. In the absence of agreement between the employee and the Blood Service, the Blood Service shall determine when the day shall be taken in accordance with operational requirements.
- 11.4 Where the Blood Service seeks to make changes to an employee's roster, for example altering shift length, days worked or shift start times, the following steps will apply:
1. The Blood Service will give the employee a reasonable opportunity to consider the changes and the proposed hours.
 2. The Blood Service and the employee will:
 - a) have regard to the operational requirements of the Blood Service and the personal needs of the employee;
 - b) work collaboratively to match their respective needs and aim to reach agreement.
 3. If agreement cannot be reached between the Blood Service and the employee the Blood Service 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.
- 11.5 All sites will be adequately rostered with a Registered Nurse across all session times to provide the necessary clinical care and supervision to all sessions.

12 FLEXIBLE WORK/LEAVE ARRANGEMENTS

- 12.1 The Blood Service 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. This may include compressed working weeks, accrued days off (ADO), purchased leave, staggered hours or other arrangements.
- 12.2 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)

- 12.3 Existing full time employees who are employed and engaged under an ADO arrangement:
- (i) will work forty (40) hours per week;

- (ii) will be paid for thirty-eight (38) hours per week; and
 - (iii) will accrue an ADO at the rate of one (1) per calendar month to a maximum of twelve (12) days per calendar year.
- 12.4 ADO will be taken in the month in which they accrue, unless due to unforeseen and genuine circumstances it is not feasible to take the ADO. Where possible, the Blood Service will meet the requests of employees. Days off may be rostered on any day of the working week and at any time in the month.
- 12.5 ADO up to one (1) single day may be taken during a period of notice of termination.

13 WEEKEND WORK

- 13.1 The following shift penalty rate shall be paid to employees in addition to ordinary rates, when rostered weekend work is undertaken:
- Midnight Friday to midnight Saturday 50%
- 13.2 Payment for Saturday duty in excess of the prescribed rostered hours shall be in accordance with clause 14 (Overtime).
- 13.3 Employees who regularly work ordinary hours on weekends are entitled to receive additional annual leave in accordance with clause 19 (Annual Leave) of the Agreement.
- 13.4 It is the intention of the Blood Service to evenly distribute Saturday sessions amongst employees, unless where employees may request to work more on Saturdays. It is however recognised that it may not always be possible to achieve an evenly spread shifts due to operational requirements.

14 OVERTIME

- 14.1 Overtime shall be calculated on the employees base hourly rate of pay and shall not be payable unless the period of time is authorised.
- 14.2 For all time worked at the direction of the Blood Service in excess of employees' ordinary hours of work as prescribed in clause 10 (Hours of Work), the following overtime rates shall be paid in addition to employees:
- a) Monday to Saturday time and half for the first two (2) hours and double time thereafter.
 - b) Sunday double time for all hours worked

Reasonable Overtime

- 14.3 Subject to sub clause 14.4 below, the Blood Service may require any full time or part time employee to work reasonable overtime to support operational requirements. An employee may refuse to work additional hours if they are unreasonable.
- 14.4 For the purpose of determining what reasonable overtime is, consideration will be given to the following factors:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;

- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Blood Service of the overtime and by the employee of the employees intention to refuse it; and
- (v) as specified in the NES or otherwise.

Part-time Employees

- 14.5 Overtime shall not be paid to part time employees until such time that they work in excess of:
- (a) the full time shift length for the employee as prescribed by clause 10.3; or
 - (b) the ordinary hours of work as prescribed by clause 10.1.

Recall to Work

- 14.6 Employees recalled to work overtime after leaving the Blood Service premises shall be paid at the appropriate overtime rates for a minimum of three (3) hours, unless otherwise agreed. Time reasonably spent in getting to and from work shall be regarded as time worked.

Time Off in Lieu

- 14.7 The Blood Service may require an employee to work reasonable overtime at overtime rates and such an employee will work overtime in accordance with such a requirement.
- 14.8 In lieu of receiving payment for overtime worked in accordance with this clause, employees may, with the consent of the Blood Service, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Blood Service and the employee, provided that the accrual of such leave shall not extend beyond a twenty-eight (28) day period.
- 14.9 Where the leave is not taken within twenty-eight (28) days, payment shall be made at the rate of pay which applied on the day the overtime was worked

Ten Hour Break

- 14.10 When overtime work is necessary, 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 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.

15 MEAL AND REST BREAKS

- 15.1 Rest breaks (ten minutes), unlike meal breaks (1/2 to 1 hour) are paid breaks.
- 15.2 The entitlement to refreshment and meal breaks are as follows:

Hours Worked	Rest Break	Unpaid Meal Break
0 to 5 hours	1 X 10 min rest break	Nil

>5 hours but less than 7 hours	1 X 10 min rest break	1 X Unpaid Meal Break
≥7 hours but less than 10 hours	2 X 10 min rest break	1 X Unpaid Meal Break
≥10 hours	2 X 10 min rest break	2 X Unpaid Meal Break

- 15.3 Employees shall not be required to work in excess of six (6) hours without having a meal break (1/2 to 1 hour), at a mutually agreed time.
- 15.4 Where agreement is unable to be reached, regarding the duration and timing for a meal break, a meal break (1/2 to 1 hour) will be taken between four (4) to six (6) hours from when the employee commences work, as determined by the Blood Service.
- 15.5 Unless otherwise agreed, an employee who is unable to take a meal break shall be paid for the meal break as time worked at the ordinary rate plus fifty (50) per cent subject to the approval of the relevant manager.

PART 4 – LEAVE

16 PERSONAL LEAVE

16.1 For the purposes of this clause personal leave includes sick, carer's and urgent pressing necessity leave but not compassionate leave. Compassionate leave provisions are found in sub clauses 16.19-16.23.

Entitlement

16.2 All full time employees shall accrue 114 hours (15 days at 7.6 hours) personal leave per annum.

16.3 Personal leave will accrue from year to year and will accumulate without limit.

16.4 Personal leave will be debited by the hour.

Definitions

16.5 Personal leave shall cover the following types of leave:

- (i) **Sick Leave:** Where an employee is not fit to attend work on the grounds of personal illness or personal injury, affecting the employee.
- (ii) **Carers Leave:** Where an employee is required to provide 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:
 - (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- (iii) **Urgent Pressing Necessity Leave:** A matter that must be attended to by the employee and which cannot reasonably be deferred.
- (iv) **Domestic Violence:** where required to attend medical appointments, counselling or court appearances, etc.
- (v) **Immediate family:** means
 - (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

16.6 All employees who are absent from work on account of matters relating to personal leave, as defined above, will be eligible for personal leave without deduction of pay as provided in this clause.

16.7 An employee must provide the Blood Service 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 health professionals, other than Blood Service employees and/or relatives of the employees concerned, where evidence is required.

16.8 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 prior to or within twenty-four (24) hours of the commencement of such absence.

Sick Leave

- 16.9 An employee may be absent through sickness for two (2) consecutive days or less and up to a maximum of eight (8) single days without furnishing evidence as outlined in sub clause 16.7 above in any one anniversary year of employment.
- 16.10 For sick leave in excess of the limits provided in sub clause 16.9, the employee is to provide evidence in accordance with sub clause 16.7.
- 16.11 Notwithstanding the above, where an employee is absent on sick leave on either side of a public holiday, or other forms of paid leave and accrued days off (ADO), the employee shall be required to provide evidence as outlined in sub clause 16.7 above in support of such absence.
- 16.12 Where an employee is on annual leave and is sick, upon receipt of a medical certificate the annual leave will be re-credited provided that sufficient personal leave entitlements exist.

Carer's Leave

- 16.13 An employee may access an unlimited amount of their accrued personal leave entitlement for the purposes of carer's leave. The employee shall, if required, produce a certificate stating that the illness is such as to require care by another.

Urgent Pressing Necessity

- 16.14 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.

Domestic Violence

- 16.15 The Blood Service is committed to the personal safety of all employees. The employer recognises domestic violence as a matter of personal safety.
- 16.16 Where an employee faces domestic violence the employer is committed to providing support where practical through:
 - (i) flexible working arrangements and other supporting measures, such as changes to work location where possible;
 - (ii) access to the Employee Assistance Program;
 - (iii) treating matters of domestic violence confidentially and only disclosing information if required by law or to maintain the safety of the employee. No information will be kept on an employee's personnel file;
 - (iv) access to accrued personal leave for the purposes of attending appointments including: medical, legal or court appearances.
- 16.17 An employee may be required to produce evidence to access personal leave such as a medical certificate, a document issued by the police service or court, or a statutory declaration

Compassionate Leave

- 16.18 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:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a serious threat to his or her life, or
 - (iii) dies.
- 16.19 Employees may access annual leave and accrued long service leave for the purpose of compassionate leave in addition to the entitlement provided for in sub clause 16.19 above.
- 16.20 In addition to paid leave entitlements, unpaid compassionate leave may be accessed by employees in accordance with operational requirements, however, shall not be unreasonable refused.
- 16.21 Proof of such death shall be provided by the employee to the satisfaction of the employer, if requested.
- 16.22 Provided that sub clause 16.19 shall not have operation while the period of entitlement to leave under it coincides with any other period of leave.

Absences on Accrued Days Off (ADO)

- 16.23 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.
- 16.24 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.

Management of Absenteeism

- 16.25 Where there is an identified pattern of absence or a suspected abuse of the entitlements contained within this clause, Blood Service may initiate discussions with the employee concerned and/or take necessary steps to address the problem, including, but not limited to, requesting medical certificates for all absences from a registered medical practitioner and developing an individual plan with the employee to address the situation.
- 16.26 The intention of this clause is to proactively assist employees to manage their health and safety in addition to the operational requirements of the Blood Service.

Limitations to Personal Leave

- 16.27 There will be no entitlement to any form of personal leave on account of:
- (i) Attending business that could otherwise be done outside the employee's ordinary hours duty e.g. accrued days off (ADO), time off in lieu (TOIL), etc;
 - (ii) The employee is already absent on long service leave or is receiving worker's compensation benefits;
 - (iii) Normal period of absence of confinement as defined in the Act parental leave clauses;
 - (iv) Any other reasonable circumstance(s) which is not specifically stated or intended by the definitions of this clause.

17 PUBLIC HOLIDAYS

- 17.1 All full time and part time employees who are rostered to work on the following day or days shall be allowed as holidays without deduction from pay:
New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day and any other day, as gazetted.
- 17.2 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.
- 17.3 An employee, including a casual, who is required to work ordinary hours on a public holiday shall be at the rate of double time and a half.
- 17.4 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 sub clause 17.1 above, if the part time employee has worked six (6) or more days on a which the public holiday falls, in the preceding eight (8) weeks.

18 PARENTAL LEAVE

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

Paid Parental Leave Entitlement

- 18.2 An employee, 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 the Blood Service, immediately prior to the birth or placement for adoption of a child.
- 18.3 Eligible employees shall receive fourteen (14) weeks paid maternity and adoption leave.
- 18.4 This may be taken at double quantum or half pay over the period in accordance with organisational requirements.

Paid Concurrent (Paternity) Leave Entitlement

- 18.5 An employee, other than a casual employee, who is a supporting parent will be entitled to two (2) weeks paid concurrent 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 the Blood Service immediately prior to the commencement of their concurrent leave.
- 18.6 This may be taken at double quantum or half pay over the period in accordance with organisational requirements.

19 ANNUAL LEAVE AND LEAVE LOADING

- 19.1 Full time employees shall accrue entitled to four (4) weeks (152 hours) annual leave for each completed twelve (12) months of continuous service.

- 19.2 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.
- 19.3 The Blood Service 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.
- 19.4 Employees are entitled to receive a 17.5% annual leave loading allowance for four (4) weeks of annual leave, which will be calculated based on their ordinary rate of pay and shall be paid to employees at the time the leave is taken.
- 19.5 Annual leave entitlements may, be cashed out in accordance with the Act, by mutual agreement in writing between the employee and the Blood Service, provided that employees retain an entitlement to at least four (4) weeks annual leave.
- 19.6 Annual leave is exclusive of any public holidays prescribed in clause 17 (Public Holidays) and other periods of leave in accordance with the NES.

Additional Leave for Shift Workers

- 19.7 For the purposes of an additional week's annual leave provided by the NES a shift worker is defined as an employee whose:
- (i) ordinary hours are regularly rostered over weekends; and
 - (ii) regularly works weekends.
- 19.8 For the purposes of sub clause 19.7:
- (a) 'regularly' means employees who are rostered and work a minimum of ten (10) weekend shifts (either Saturday or Sunday) in any consecutive twelve (12) month period as defined by the Blood Service and are paid weekend penalties for the time worked, an additional one (1) weeks annual leave will be provided.
 - (b) 'twelve month consecutive period' means the financial period 1 July to 30 June.
- 19.9 Additional leave accrued in accordance with this clause, shall not attract leave loading.

20 STUDY, PROFESSIONAL DEVELOPMENT & CONFERENCE LEAVE

- 20.1 The Blood Service supports employees being provided with access to learning and development opportunities which will enhance their ability to work competently in their role and fulfill professional development requirements.
- 20.2 Full time employees shall have access to the following, subject to the approval of the Blood Service:
- a) Four(4) hours paid study leave per week (up to a maximum of 26 weeks or as otherwise agreed) when undertaking post graduate studies or externally accredited training programs associated with obtaining and improving nursing skills and competencies relevant to their employment at the Blood Service.

- b) Three (3) days paid leave for the purpose of attending conferences, seminars or short course relevant to their employment at the Blood Service for purposes of professional development.
- 20.3 Leave is not cumulative from year to year.
- 20.4 The Blood Service will give consideration to costs involved, timing of proposed leave, relevance to the work which the employees does, amongst other determinative factors which the Blood Service may take into account when approving applications for leave in accordance with this clause.
- 20.5 An employee wishing to take study leave or conference leave in accordance with this clause must apply in writing as early as practicable prior to the proposed leave date. The employee's request should include details of the course/institution/seminar etc. in which the employee is enrolled or proposes to enroll and details of the relevance of the course to their employment at the Blood Service.
- 20.6 The Blood Service should notify the employee as to whether the leave has been approved or not approved as soon as is practicably possible. There shall be no undue delay in responding to an employee's application for leave in accordance with this clause.
- 20.7 The Blood Service shall determine what if any costs will be paid by the Blood Service.

21 EMPLOYEE REPRESENTATIVE LEAVE

- 21.1 The Blood Service will provide up to three (3) days leave per annum for new employee representatives to attend union related activities and/or training. The union must provide adequate notice of any such activities. Requests for additional leave may be considered.

22 LONG SERVICE LEAVE

- 22.1 Unless otherwise provided for in this clause, long service leave entitlements shall be in accordance with the Long Service Leave Act 1976.
- 22.2 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.
- 22.3 Where an employee is by virtue of the Long Service Leave Act entitled to a period of long service leave, the Blood Service 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 the Blood Service.
- 22.4 When an employee becomes entitled for long service leave, such leave shall be granted by the Blood Service within six (6) months of the date of the entitlement. When an employee becomes entitled for long service leave, the Blood Service 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.

22.5 The Blood Service 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.

PART 5 – ALLOWANCES

23 HIGHER DUTIES ALLOWANCE

- 23.1 An employee engaged for a period of three (3) or more full shifts within a fortnightly period to undertake duties of a Donor Centre Manager (Business and Team Management Grades 1 to 3) position, requested and approved by the Blood Service, carrying a higher rate than their ordinary classification shall be paid no less than the minimum rate prescribed for the higher classification.
- 23.2 Where less than three (3) full shifts are worked performing the higher duties of a Donor Centre Manager (Business and Team management Grades 1 to 3) position, no extra payment will be made to the employee.
- 24.3 An employee engaged to undertake duties of a Session Leader (Nursing Grade 3) position, requested and approved by the Blood Service, carrying a higher rate than their ordinary classification shall be paid no less than the minimum rate prescribed for the higher classification for the hours worked.

24 SHIFT ALLOWANCE

- 24.1 An employee whose ordinary rostered hours are performed in accordance with the following shall be entitled to shift allowance at the applicable rate prescribed in Appendix 2 (Allowances) of this Agreement.
- 24.2 For the purposes of this clause, "Afternoon Shift" shall mean a shift which finishes after 6pm but before midnight.

25 WORK RELATED TRAVEL

- 25.1 Where an employee is required to travel during the course of their employment, reimbursement shall be in accordance with the Blood Service National Travel Policy, 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.

26 QUALIFICATIONS ALLOWANCE

- 26.1 The provisions of this clause do not apply to employees who commenced employment on or after 28 November 2012.
- 26.2 All employees who prior to the commencement date of this Agreement, were in receipt of a qualification allowance and remain in their current roles will continue to receive this allowance in accordance with Appendix 2 (Allowances).

27 MEAL ALLOWANCE

- 27.1 An employee shall be paid a meal allowance as provided for in Appendix 2 (Allowances) in addition to any overtime payment as follows when required to work after the usual finishing hour of work beyond one (1) hour (Monday to Saturday inclusive).

28 SKILLS COACHES AND ASSESSORS (SCA) ALLOWANCE

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

PART 6 – MISCELLANEOUS

29 TERMINATION OF EMPLOYMENT

Notice of Termination by the Blood Service

- 29.1 In order to terminate the employment of a full time or part time employee the Blood Service shall provide four (4) weeks' notice.
- 29.2 In order to terminate the employment of an employee on a probationary period, the Blood Service shall provide one (1) weeks' notice.
- 29.3 In addition to this notice, employees over 45 years of age at the time of giving such notice, with not less than two (2) years continuous service, are entitled to an additional weeks' notice.
- 29.4 The employment of a casual employee may be terminated by one (1) days' notice.
- 29.5 Payment in lieu of notice will be made if the appropriate notice period (or part thereof) is not required to be worked.
- 29.6 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 used.
- 29.7 The period of notice provided above, shall not apply in the case of dismissal for conduct that justifies instant dismissal, neglect of duty or misconduct, casual employees or persons engaged on a fixed term contract.

Notice of Termination by an Employee

- 29.8 Notice of termination required to be given by an employee is the same as required of the Blood Service, except there is no requirement on the employee to give an additional weeks' notice based on the age of the employee concerned.
- 29.9 If an employee fails to give the appropriate notice, the Blood Service may withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off during Notice Period

- 29.10 Where the Blood Service 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 purposes of seeking other employment. The time off shall be taken at a time that is mutually convenient to the employee and the Blood Service.

30 UNIFORMS

- 30.1 Where a uniform is required to be worn by an employee, where the 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.
- 30.2 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) pair of trousers or shorts or skirts and a polar fleece or a knit (cardigan or vest) at the commencement of employment.

- 30.3 Where an article of uniform provided to an employee becomes damaged or unwearable it shall be replaced upon return of the previous article.
- 30.4 An employee on leaving the Blood Service shall return any uniform or part thereof provided by the employer which is still in use immediately prior to the employee leaving.

31 PAYMENT OF POLICE CHECKS

- 31.1 If in the future as an employment requirement, all employees are required to furnish a satisfactory National Police Check, the Blood Service will meet the initial and subsequent police checks costs for the employee.

PART 7 – SALARIES & RELATED INFORMATION

32 SALARIES

32.1 The following wage increases shall be paid in accordance with Appendix 1 (Classification Pay Ranges) of the Agreement:

- | | | |
|-------|----------------|------|
| (i) | 1 January 2016 | 3.0% |
| (ii) | 1 January 2017 | 3.0% |
| (iii) | 1 January 2018 | 3.0% |
| (iv) | 1 January 2019 | 3.0% |

32.2 All increases will apply and be paid on the first full pay period (FFPOA) on or after the prescribed dates.

33 PAYMENT OF WAGES

33.1 Payment will be made by electronic transfer or other means directly into a nominated bank or like account.

33.2 Salaries shall be paid no later than Thursday following the end of the pay period, provided no public holiday falls during the week and no unforeseen event outside the reasonable control of the Blood Service frustrates the ability to meet the requirement of this clause.

33.3 On or prior to the pay day the Blood Service shall provide each employee with a pay slip 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.

33.4 Any underpayment of the employee's fortnightly salary will be corrected as soon as practicable.

33.5 If the Blood Service makes an overpayment to an employee, the following process will apply:

- (a) The Blood service 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, the Blood Service 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 the Blood Service 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 the Blood Service such that the Blood Service 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 the Blood Service, unless otherwise agreed.

- (d) If the employee makes an application and satisfies the Blood Service that making repayments in the manner set out in subclause 33.5(c) above, places undue financial hardship on the employee, the Blood Service may in consultation with the employee, vary the repayment schedule.

33.6 Notwithstanding sub clause 33.5, any overpayment will be recovered within the same financial year in which it was incurred.

34 INCREMENTS SUBJECT TO PERFORMANCE

34.1 Where applicable, increment movements will occur in the first full pay period from 1 November each year.

34.2 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.

34.3 Annual increments will be subject to the employee's satisfactory performance over the preceding twelve (12) months as outlined in their performance and development plan and review objectives.

34.4 Where an employee is undergoing a formal performance management process, the Blood Service may exercise its discretion to prevent an employee from progressing a salary increment.

34.5 The employee's manager, in consultation with Human Resources, must approve an employee not progressing an increment. The employee will be advised that a salary increment is being withheld.

35 SALARY PACKAGING

35.1 Employees shall be entitled to salary package in accordance with the Blood Service policy and government legislation as amended from time to time at the sole discretion of the Blood Service.

35.2 Whilst employees are required to comply with Blood Service policies and procedures they do not form part of this Agreement or their contract of employment.

36 SUPERANNUATION

36.1 The Blood Service 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:

- (i) The employee being entitled to nominate the complying superannuation fund or scheme, in accordance with the SGA Act, to which contributions may be made.
- (ii) The Blood Service contributions shall be paid on a monthly basis in line with the superannuation guarantee arrangements.

36.2 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.

PART 8 – CONSULTATION & DISPUTE RESOLUTION

37 CONSULTATION

37.1 This term applies if:

- (a) the employer 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.

Major Change

37.2 For a major change referred to in paragraph 37.1 (a)

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) sub clauses 37.3 to 37.8 apply.

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

37.4 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.

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

- (a) discuss with the relevant employees:
 - (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:
 - (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.

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

- 37.7 If a term 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 sub clauses 37.2, 37.3 and 37.5 are taken not to apply.
- 37.8 In this term, 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

- 37.9 For a change referred to in paragraph 37.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses to 37.10 to 37.14 apply.
- 37.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 37.11 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.
- 37.12 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).

- 37.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 37.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 37.15 In this term, relevant employees mean the employees who may be affected by the major change.

38 REDUNDANCY

- 38.1 This clause shall not apply to persons engaged on a fixed term or casual basis.

Discussions before Terminations

- 38.2 Where the Blood Service has made a definite decision that it no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision will lead to termination of employment, the Blood Service shall hold discussions with the employee(s) directly affected. In determining a redundancy, consideration will be given to the following:

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

- 38.3 The discussions shall take place as soon as practicable after the Blood Service has made the 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. The Blood Service is not required to disclose confidential information which may adversely affect the Blood Service.

Termination of Employment

- 38.4 In order to terminate the employment of a redundant employee the Blood Service will give to the employee notice, or payment in lieu of notice, in accordance with clause 29 (Termination of Employment).
- 38.5 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.
- 38.6 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 employees employment continued until the end of the required notice period having regard to:
- (i) the employee's ordinary hours of work (even if not standard hours);
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including for example, allowances, loading and penalties; and
 - (iii) any other amount payable under the employee's contract of employment

- 38.7 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.
- 38.8 An employee may elect or the Blood Service may direct to terminate an employee's employment at any time from the commencement of the period of notice provided in sub clause 38.4 and before the end of the period of notice the Blood Service will pay out the outstanding notice required.

Severance Pay

- 38.9 In addition to the period of notice prescribed in clause 29 (Termination of Employment) an employee whose employment is terminated for reasons of redundancy shall be entitled to severance pay as follows:

<i>Employee's Period of Continuous Service</i>	<i>Redundancy Pay period (based on the ordinary rate of pay for the relevant classification)</i>
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

- 38.10 Where a redundancy situation occurs the Blood Service will make reasonable efforts to identify suitable redeployment opportunities within the state the employee resides.
- 38.11 The Blood Service 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.

- 38.12 Once a position is formally declared by the Blood Service 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.
- 38.13 Consideration will be given to employees referred to in sub clause 38.11 for a maximum period of four (4) weeks after the Blood Service 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 in clause 29 (Termination of Employment).
- 38.14 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 under sub clause 38.4 of this Agreement will reduce by the number of weeks that have lapsed since the date of the formal notification by the Blood Service 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.
- 38.15 An employee who accepts redeployment with the Blood Service is not entitled to any severance pay or notice on termination.
- 38.16 An employee who rejects an offer of suitable redeployment or who 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.
- 38.17 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:
- (i) the salary for the Agreement classification or benchmark level for the alternative role equals or exceeds the salary for the role made redundant; or
 - (ii) for up to a period of twelve (12) months whichever is the lesser period;

Career Transition Services

- 38.18 The Blood Service may select an outplacement agency to assist the redundant employee in obtaining external employment.

Time Off during notice period

- 38.19 The employee who is under notice of termination shall be allowed a reasonable period of time off without the loss of pay for the purpose of seeking other employment. The time off shall be agreed between the employer and employee and taken at times which are convenient to the employee after consultation with the employer.
- 38.20 The Blood Service 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

- 38.21 On request, the Blood Service will provide an employee terminated due to redundancy with a Certificate of Service setting out:

- (i) employee's name;
- (ii) period of employment; and
- (iii) last position held.

39 DISPUTE SETTLEMENT PROCEDURE

- 39.1 The objectives of the procedure are to promote the prompt resolution of grievances in relation to the application of this Agreement or National Employment Standards by consultation, cooperation and discussion in the workplace.
- 39.2 The term 'parties' referred to in this clause means the Blood Service and its employees.
- 39.3 Whilst this procedure is in place, no stoppage of work, or any form of ban or limitation of work shall be applied.
- 39.4 No party shall be prejudiced as to the final settlement by the continuance of work.
- 39.5 The employee may choose to have a representative involved in the grievance process from Step 2 onwards.
- 39.6 Health and Safety Matters are exempted from Step 4.

Step 1

- 39.7 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

- 39.8 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

- 39.9 If the grievance continues to be unresolved, further discussion shall occur with the Manager and/or Human Resource Representative, employee and/or their representative.

- 39.10 The following is agreed:

- (i) the aggrieved employee and/or their representative has the opportunity to present all aspects of the grievance;
- (ii) the grievance shall be investigated in a thorough, fair and impartial manner;
- (iii) 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

- 39.11 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.

39.12 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.

SIGNATORIES TO THE AGREEMENT



Maureen Bower, Donor Service Manager VIC/TAS
Authority to sign, Employer Representative
For and on Behalf of the Australian Red Cross Blood Service

Address:

100-154 Batman Street
West Melbourne VIC 3003



Amy Cooper, Enrolled Nurse
Authority to sign, Employee Representative
For and on Behalf of the Employees covered by the Agreement

Address:

40 Oldaker Street
Devonport TAS 7310

APPENDIX 1: CLASSIFICATION PAY RANGES

Nursing	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
<i>Grade 1</i>	3%	3%	3%	3%
Increment 1	\$ 44,632	\$ 45,971	\$ 47,350	\$ 48,771
Increment 2	\$ 45,598	\$ 46,966	\$ 48,375	\$ 49,826
Increment 3	\$ 46,564	\$ 47,961	\$ 49,400	\$ 50,882
Increment 4	\$ 47,530	\$ 48,956	\$ 50,425	\$ 51,938
Increment 5*	\$ 52,167	\$ 53,732	\$ 55,344	\$ 57,005
Increment 6*	\$ 53,037	\$ 54,628	\$ 56,267	\$ 57,955
<i>Grade 2</i>				
Increment 1	\$ 52,167	\$ 53,732	\$ 55,344	\$ 57,005
Increment 2	\$ 53,037	\$ 54,628	\$ 56,267	\$ 57,955
Increment 3	\$ 53,906	\$ 55,523	\$ 57,189	\$ 58,905
Increment 4	\$ 54,776	\$ 56,419	\$ 58,112	\$ 59,855
Increment 5	\$ 55,645	\$ 57,315	\$ 59,034	\$ 60,805
Increment 6	\$ 56,515	\$ 58,210	\$ 59,956	\$ 61,755
Increment 7	\$ 57,384	\$ 59,106	\$ 60,879	\$ 62,705
<i>Grade 3</i>				
Increment 1	\$ 57,964	\$ 59,703	\$ 61,494	\$ 63,339
Increment 2	\$ 61,055	\$ 62,887	\$ 64,773	\$ 66,717
Increment 3	\$ 64,146	\$ 66,071	\$ 68,053	\$ 70,095
Increment 4	\$ 67,238	\$ 69,255	\$ 71,333	\$ 73,473
Increment 5	\$ 70,329	\$ 72,439	\$ 74,612	\$ 76,851
Increment 6	\$ 73,421	\$ 75,623	\$ 77,892	\$ 80,229
Increment 7	\$ 76,512	\$ 78,807	\$ 81,172	\$ 83,607
<i>Grade 4</i>				
Increment 1	\$ 79,990	\$ 82,390	\$ 84,861	\$ 87,407
Increment 2	\$ 81,536	\$ 83,982	\$ 86,501	\$ 89,096
Increment 3	\$ 83,081	\$ 85,574	\$ 88,141	\$ 90,785
Increment 4	\$ 84,627	\$ 87,166	\$ 89,781	\$ 92,474

Business & Team Management	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
<i>Grade 1</i>	3%	3%	3%	3%
Increment 1	\$ 84,627	\$ 87,166	\$ 89,781	\$ 92,474
Increment 2	\$ 86,173	\$ 88,758	\$ 91,421	\$ 94,163
Increment 3	\$ 87,718	\$ 90,350	\$ 93,060	\$ 95,852
Increment 4	\$ 89,264	\$ 91,942	\$ 94,700	\$ 97,541
<i>Grade 2</i>				
Increment 1	\$ 92,742	\$ 95,524	\$ 98,390	\$ 101,342
Increment 2	\$ 94,673	\$ 97,513	\$ 100,439	\$ 103,452
Increment 3	\$ 96,605	\$ 99,503	\$ 102,488	\$ 105,562
Increment 4	\$ 98,538	\$ 101,494	\$ 104,539	\$ 107,675
<i>Grade 3</i>				
Increment 1	\$ 100,857	\$ 103,883	\$ 106,999	\$ 110,209
Increment 2	\$ 102,788	\$ 105,872	\$ 109,048	\$ 112,319
Increment 3	\$ 104,720	\$ 107,861	\$ 111,097	\$ 114,430
Increment 4	\$ 106,653	\$ 109,853	\$ 113,148	\$ 116,543

APPENDIX 2: ALLOWANCES

Allowance Type	Commencement date of Agreement	1-Jan-17	1-Jan-18	1-Jan-19
Skills Coaches & Assessors	\$ 11.15	\$ 11.49	\$ 11.83	\$ 12.19
Meal Allowance	\$ 12.63	\$ 13.01	\$ 13.40	\$ 13.80
Shift Allowance (Afternoon)	\$ 27.20	\$ 28.02	\$ 28.86	\$ 29.73

Qualifications	Amount
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

Stream	Grade	Job Role
Nursing	1	Donor Services Nursing Assistant (DSNA)
	2	Donor Services Enrolled Nurse (DSEN)
		National Divisions' Enrolled Nurse (NDEN)
	3	Donor Services Registered Nurse (DSRN)
		National Divisions' Registered Nurse (NDRN)
	4	Donor Services Session Leader
		National Divisions Clinical Nurse Specialist
5	National Divisions Clinical Nurse Advisor	
6	National Divisions Clinical Nurse Consultant	

Stream	Grade	Job Role
Business and Team Management	1	Donor Centre Manager (DCM) – Small Centre
		National Divisions Clinical Nurse Specialist & Team Leader
	2	Donor Centre Manager (DCM) – Medium Centre or Multiple Mobile Units
		National Divisions' Clinical Nurse Advisor & Team Leader
	3	Donor Centre Manager (DCM) – Large Centre
		National Divisions' Clinical Nurse Consultant and Specialist Manager/Project Lead

Nursing

Job Role	Grade	Descriptor
Donor Services Nursing Assistant	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 Blood Service agreed national job description.</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	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>

Nursing

Job Role	Grade	Descriptor
National Divisions' Enrolled Nurse	Grade 2	<p>The Enrolled Nurse (EN) in national divisions 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 Blood Service 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>
Donor Services Registered Nurse	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>
National Divisions' Registered Nurse	Grade 3	<p>The Registered Nurse (RN) in national 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 Blood Service 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>

Nursing

Job Role	Grade	Descriptor
Donor Services Session Leader	Grade 4	<p>The Session Leader is responsible for the day to day operation of a donor session in a large, medium or mobile site 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 also provide clinical oversight to a collection session and advice to all team members involved in the donation process. They can be the 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>
National Divisions' Clinical Nurse Specialist	Grade 4	<p>These RN's are in national divisions 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 Blood Service processes and procedures.</p> <p>They use standard operating procedures, knowledge, experience, and precedent to guide their decision making.</p>
National Divisions' Clinical Nurse Advisor	Grade 5	<p>Registered Nurses operating in national divisions 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, Blood Service experience, internal standards and external regulations.</p>

Nursing

Job Role	Grade	Descriptor
National Divisions' Clinical Nurse Consultant	Grade 6	<p>Registered Nurses operating in national divisions at this level undertakes clinical, specialist, technical or analytical processes to deliver services and advice to the Blood Service 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 Blood Service 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>

Business & Team Management

Job Role	Grade	Descriptor
Donor Centre Manager – Small Centre	Grade 1	<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>
National Divisions' Clinical Nurse Specialist & Team Leader	Grade 1	<p>These RN's are in national divisions 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 Blood Service 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</p>

Business & Team Management

Job Role	Grade	Descriptor
		the management of a small team and the day to day leadership of its operational plan, inclusive of resource management.
Donor Centre Manager – Medium Centre or Multiple Mobile Units	Grade 2	<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>
National Divisions’ Clinical Nurse Advisor & Team Leader	Grade 2	<p>Registered Nurses operating in national divisions 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, Blood Service 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>
Donor Centre Manager – Large Centre	Grade 3	<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 the Blood Service in the promotion of donors</p>

Business & Team Management

Job Role	Grade	Descriptor
		<p>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>
<p>National Divisions' Clinical Nurse Consultant and Specialist Manager / Project Lead</p>	<p>Grade 3</p>	<p>Registered Nurses operating in national divisions at this level undertakes clinical, specialist, technical or analytical processes to deliver services and advice to the Blood Service 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 Blood Service 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>

Comment [A1]: N/A