



## DECISION

*Fair Work Act 2009*

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

### **Australian Red Cross Blood Service**

(AG2014/1938)

### **AUSTRALIAN RED CROSS BLOOD SERVICE NURSING ENTERPRISE AGREEMENT NEW SOUTH WALES AND AUSTRALIAN CAPITAL TERRITORY 2014.**

Health and welfare services

DEPUTY PRESIDENT BOOTH

SYDNEY, 21 AUGUST 2014

*Application for approval of the Australian Red Cross Blood Service Nursing Enterprise Agreement New South Wales and Australian Capital Territory 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Red Cross Blood Service Nursing Enterprise Agreement New South Wales and Australian Capital Territory 2014* (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 Blood Service. The agreement is a single-enterprise agreement.

[2] The Australian Nursing and Midwifery Federation and the New South Wales Nurses and Midwives' Association & New South Wales Branch of the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 August 2014. The nominal expiry date of the Agreement is 30 June 2018.



DEPUTY PRESIDENT

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Australian Red Cross  
**BLOOD SERVICE**

**Australian Red Cross Blood Service  
Nursing Enterprise Agreement  
New South Wales and Australian Capital  
Territory  
2014**



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## **PART 1 – ADMINISTRATIVE ARRANGEMENTS**

### **1 TITLE**

- 1.1 This Agreement shall be known as Australian Red Cross Blood Service Nursing Enterprise Agreement New South Wales and Australian Capital Territory 2014.

### **2 DEFINITIONS**

- 2.1 **‘Agreement’** means the Australian Red Cross Blood Service NSW and ACT Nurses Enterprise Agreement 2014
- 2.2 **‘Blood Service’** means the Australian Red Cross Blood Service New South Wales and Australian Capital Territory.
- 2.3 **‘Employer’** means the Australian Red Cross Blood Service (a division of the Australian Red Cross Society) ABN 50169561394003.
- 2.4 **‘FWC’** shall mean Fair Work Commission
- 2.5 **‘NES’** shall mean the National Employment Standards
- 2.6 **‘the Act’** shall mean the Fair Work Act 2009 (Cth)
- 2.7 **‘Union’** means the Australian Nurses and Midwives’ Federation (NSW Branch) and the Australian Nursing and Midwifery Federation (ACT Branch)

### **3 PERSONS COVERED**

- 3.1 Subject to section 53 and 183 of the Act, this Agreement covers:
- (a) the Employer;
  - (b) the Employees (that is, employees based in New South Wales and Australian Capital Territory) who are employed in any of the classifications specified in Appendix 1 Classification Pay Ranges;
  - (c) the Union.

### **4 SCOPE**

- 4.1 This Agreement shall apply to all employees employed by the Blood Service in New South Wales and Australian Capital Territory who are employed in 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 New South Wales and Australian Capital Territory:
- Members of the Executive Team;
  - Senior Leadership Team;
  - Positions which report 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 FWC approves the agreement (commencement date). The Agreement will expire on 30<sup>th</sup> June 2018. 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 and for the benefit of patients. 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 all 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 New South Wales Nurses Enterprise Agreement 2011 and the Australian Red Cross Blood Service Nurses Enterprise Agreement Australian Capital Territory Nurses 2013.

## 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 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 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 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.

8.4 The Blood Service must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

8.5 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) Maximum Term (Full time or Part time)
- (iii) Casual

9.2 An employee may be employed on a probationary period for the first three (3) months; however this may be extended up to 6 months in accordance with particular individual circumstances. 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 10 – Hours of Work.

#### **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 10 – Hours of Work.

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 (to that of a full time employee). Where the hours vary from week to week, leave will accrue on all ordinary hours worked.

#### **Casual Employees**

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

9.8 Where an employee is employed under the provisions of this clause, the employee shall be paid at a rate pro-rata to the rate prescribed for the class of work on which the employee is engaged in proportion to the weekly hours which are 38.

9.9 In lieu of entitlements for annual leave, long service leave, holidays and sick leave prescribed in this agreement, a casual employee shall be paid a loading of twenty-five (25) per cent.

## **Maximum Term Employees**

- 9.10 The Blood Service may engage employees on a maximum term arrangement 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.
- 9.11 The intention of the Blood Service in engaging employees on a maximum term arrangement is to fill short term where on-going employment would not be suitable.
- 9.12 Maximum term employees will have the benefit of all terms and conditions within this agreement with the exception of Clause 27 Termination of Employment and Clause 36 - Redundancy

## **PART 3 – HOURS OF WORK**

### **INTRODUCTION**

All loadings and penalties provided for in the Agreement shall only be applied once. Where more than one (1) loading or penalty 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 provisions of this clause do not apply to employees who are classified at Business & Team Management Grades 1, 2 or 3 as prescribed in Appendix 1 - Classification Pay Ranges
- 10.2 The ordinary hours of work shall be worked Monday to Sunday based on an average of either (exclusive of meal times):
  - 76 hours within a period of 14 consecutive days (fortnight), or
  - 152 hours within a period not exceeding 28 consecutive days (4 weeks).
- 10.3 Employees, who are required to work on a Sunday, shall only do so by mutual agreement. Such agreement shall not be unreasonably withheld.
- 10.4 Ordinary hours of work are all hours worked by an employee other than those paid at overtime rates.
- 10.5 Shift penalties for time worked outside of Monday to Friday 6.00am to 6.00pm are applicable in accordance with Clause 15 – Shift Work and Clause 16– Weekend Work.
- 10.6 Ordinary hours of work for full time employees shall not exceed 10 hours in a day (excluding meal times). Where mutually agreed, full time employees may work up to 12 ordinary hours in a day.
- 10.7 Work performed in excess of ordinary hours provided for in subclause 11.1 will be paid at overtime rates in accordance with Clause - 13 Overtime.
- 10.8 The minimum period of engagement for part time and casual employment shall be four (4) consecutive hours on any shift or day, unless otherwise agreed between the employee and the Blood Service.
- 10.9 The minimum payment for employees to attend work on a rostered day off for training which could not otherwise be scheduled on a rostered day on, shall be three (3) hours regardless of training time.
- 10.10 The span of ordinary hours of work may be altered by mutual agreement between the employee and the Blood Service.

- 10.11 Where possible and in accordance with operational requirements, the hours of work shall be arranged so in each roster cycle of 28 days existing full-time employees shall work their ordinary hours of work on not more than 19 days in the cycle.
- 10.12 Where operational requirements permit, the roster cycle may be extended beyond 28 days.
- 10.13 All full time and part time employees' rosters will provide for any one of the following combinations of days free from rostered work in each fortnight:
- a) Two (2) periods comprising two (2) days each;
  - b) Three (3) consecutive days and one (1) stand-alone day.
- 10.14 Any one of the combinations in subclause 10.13 may be amended to enable two (2) single days free from rostered work if requested in writing by the employee.

## 11 ROSTERS

- 11.1 The Blood Service shall determine the employee's ordinary hours of work. When setting the roster the Blood Service will:
- advise employees of their roster at least 2 weeks before the commencement of the roster period;
  - take into account the employee's personal, financial and family needs and accommodate these as far as practicable.
  - display the roster in a place conveniently accessible.
- 11.2 Rosters, which are in operation, may need to change subject to operational requirements. Where practicable, employees consent will be obtained to a change of roster prior to the change being implemented. Where the roster change occurs within 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) or 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 accord 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:
- a) the Blood Service will give the employee a reasonable opportunity to consider the changes and the proposed hours of work;
  - b) the Blood Service will give the employee reasonable opportunity to discuss the changes and the proposed hours. The Blood Service and the employee will.

- have regard to the operational requirements of the Blood Service and the personal needs of the employee;
  - work collaboratively to match their respective needs and aim to reach agreement
- c) agreement to the change in hours will not be unreasonably withheld.
- d) 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 two (2) weeks' notice of these hours and when they will take effect.
- e) an employee may within seven (7) days after the completion of step d), raise a concern about the hours under Clause 37 - Dispute Settlement Procedure.
- 11.5 Roster changes must take into consideration Clause 35 Consultation.

## 12 FLEXIBLE WORK/LEAVE ARRANGEMENTS

- 12.1 The Blood Service is committed to flexible working arrangements that meet the needs of its staff 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, time off in lieu, accrued days off (ADO), purchased leave, staggered hours (i.e. commencement times) or other arrangements.
- 12.2 Such arrangements shall be consistent with the NES ([NES - Flexible working arrangements](#)) 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.
- 12.3 **Accrued Days Off (ADOs)**
- Full time staff, engaged under an ADO arrangement will:
- (i) 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's will be taken in the month in which they accrue, unless due to, genuine circumstances it is not feasible to take the ADO. This ADO should be taken as soon as possible after it accrues. ADO's may be rostered on any day of the working week and at any time in the month. Where possible, the Blood Service will meet the requests of employees. Subject to operational requirements, an employee may accumulate one ADO and take it in the following month.

- 12.5 Where an employee resigns and has ADOs to their credit, the employee must be provided with the opportunity to utilise the ADOs during the notice period.
- 12.6 Where an employee does not take the ADOs during the notice period, one ADO will be paid out at ordinary rates.
- 12.7 Where an unexpected roster change is required and involves an employee working on a day which would have been his or her ADO, the ADO in lieu thereof will be taken at another time.
- 12.8 Where an ADO falls due during a period of personal leave, the employee's available personal leave entitlement shall not be debited for that day and the ADO shall be deemed to have been taken.
- 12.9 Where an ADO falls on a public holiday, an alternative day shall be taken as the ADO.
- 12.10 Where an employee is on unpaid leave or on another form of authorised paid leave ADOs will not accrue.

### **13 OVERTIME**

- 13.1 Overtime shall be calculated on the employees base hourly rate of pay, and shall not be payable unless the period of time worked is authorised.
- 13.2 For all time worked at the direction of the Blood Service outside employees' ordinary hours provided in clause 10 Hours of Work, the following overtime rates shall be paid to employees:
  - (i) Monday - Saturday - first 2 hours 50% and then 100% thereafter
  - (ii) Sunday - 100% for all hours worked
  - (iii) Public Holiday - 150%

These rates are in substitution for and not in addition to ordinary time and applicable shift penalties.

#### **Reasonable Overtime**

- 13.3 Subject to subclause 13.4 below, the Blood Service may require any full time or part time employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- 13.4 For the purpose of determining what is reasonable overtime, consideration will be given to the following factors:
  - a) any risk to employee's health and safety;
  - b) the employee's personal circumstances including any family responsibilities;
  - c) the needs of the workplace;

- d) the notice (if any) given by the Blood Service of the overtime and by the employee of the employee's intention to refuse it; and
- e) as specified in the NES [NES Hours of Work](#)

### **Part Time Employees**

- 13.5 For the purpose of this clause, normal full time rostered shift will be eight (8) hours. Overtime shall be paid to part time employees in the following circumstances:
- a) where a part time employee has worked in excess of eight (8) hours on any one day, except where that employee has been rostered to work more than eight (8) hours;
  - b) where the rostered hours of a part time employee exceed eight (8) hours on any one day, overtime is payable for work performed in excess of their rostered hours;
  - c) where a part time employee works beyond the rostered finish time for their shift on any day, such additional time worked shall be paid for at the ordinary time rate of pay, with the exception of where a part time employee works in excess of eight (8) hours on any day, in which case overtime is payable for time worked in excess of eight (8) hours;
  - d) where a part time employee exceeds an average of 38 hours per week, provided that the average may be calculated over a two week period.

### **Recall to Work**

- 13.6 Employees recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours' work at the appropriate rate each time so recalled.

### **Time off in Lieu**

- 13.7 A time off in lieu (TOIL) arrangement may be mutually agreed between the Blood Service and its employee(s) up to a maximum of five days per annum. Time off shall be taken at a time convenient to the Blood Service. If the Blood Service agrees, an employee may take time off in excess of five days per annum.
- 13.8 Any TOIL will be granted at the ordinary rate equivalent.
- 13.9 Where TOIL is agreed, employees must take the time off at an agreed time within a three month period. At the end of the three month period, if the time has not been taken, the employee will be paid the appropriate amount to clear the balance.

### **Ten Hour Break**

- 13.10 When overtime work, including recall to work is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten 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 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 the break provided in subclause 13.10, then the employee shall be paid double the ordinary rate, or the appropriate overtime rate, whichever is higher, until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during the absence
- 13.12 Subclause 13.10 and 13.11 shall not apply where an employee is recalled to work within three hours of their usual commencement time of their normal duty and they have had a continuous break of at least ten hours immediately prior to the commencement of that call back duty.

**14 MEAL AND REST BREAKS**

- 14.1 Rest breaks (ten minutes), unlike meal breaks (1/2 to 1 hour) are paid breaks.
- 14.2 The entitlement to rest and meal breaks are as follows

Length of Shift	Length of break
0-5.00 hours	1 x 10 minute breaks
5.00 – 6.59 hours	1 x ½ meal break, 1 x 10 minute break
7.00 – 10.00 hours	1 x ½ - 1 hour meal break, 2 x 10 minute break
➤ 10.01	1 x 1 hour meal break, 2 x 10 minute break

- 14.3 The duration of breaks, where a range is indicated above, shall be at the discretion of the Blood Service.
- 14.4 Where there is agreement between the employee and the Blood Service, breaks indicated above may be consolidated or split.
- 14.5 Where practicable, employees shall not be required to work in excess of 5 hours without having a meal or rest break. Notwithstanding, actual meal break times shall be in accordance with operational requirements.
- 14.6 The Blood Service shall determine the timing of rest breaks in accordance with operational requirements, where agreement cannot be reached.

**Overtime, Recall and Meal Breaks**

- 14.7 An employee required to work overtime following on the completion of his or her normal shift for more than two hours, shall be allowed 20 minutes for a meal break and a further 20 minutes after each subsequent four hours of overtime; all such time shall be counted as time worked.

- (i) This clause shall not apply to a part-time or casual employee until they work in excess of the normal full-time rostered shift for the particular area or department in which the employee works.
- 14.8 An employee recalled to work overtime after leaving the premises and who is required to work for more than four hours shall be allowed 20 minutes for a meal break and a further 20 minutes after each subsequent four hours of overtime; all such time shall be counted as time worked.
- 14.9 A meal allowances in accordance with Appendix 2 – Meal Allowances, shall be paid to the employee under clause 14.7 and 14.8 when the employee is not advised the day before of the requirement to work such overtime.
- 14.10 Where an employee is the only Registered Nurse (RN) on site and is therefore required to remain at that location to provide clinical oversight during their meal break, they will be paid an amount equivalent to the meal allowance in accordance with Appendix 2 – Allowances. This clause will not apply to a Donor Centre Manager (DCM).
- 14.11 Any time lost during their meal break to provide clinical oversight, should be made up during the remainder of the shift.

## **15 SHIFT WORK**

- 15.1 The provisions of this clause only apply to persons whose work is scheduled by a roster.
- 15.2 For the purpose of this clause the following terms shall be defined as outlined below:
  - a. "Day Shift" means a shift which commences at or after 6 am and before 10 am
  - b. "Afternoon Shift" means a shift which commences at or after 10 am and before 4 pm
  - c. "Night Shift" means a shift which commences at or after 4 pm and before 6 am on the day following
- 15.3 Shift loadings will be in accordance with clause 15.4.
- 15.4 Employees working afternoon or night shift shall be paid the following shift loadings in addition to the ordinary rate for such shift:
  - a) Day shift – no loading, ordinary pay only.
  - b) Afternoon shift A commencing at 10am and before 1pm - 10%.
  - c) Afternoon shift B commencing at 1pm and before 4pm - 12.5%.
  - d) Nightshift A commencing at 4pm and before 4am – 15%.

- e) Nightshift B commencing at 4 am and before 6am – 10%.
- 15.5 The shift loadings provided in sub clause 15.4 only apply to part-time employees where their shifts commence prior to 6 am or finish subsequent to 6 pm.
- 15.6 Shift loadings do not apply to casual workers. Casuals will be paid the 25% loading specified in sub clause 9.9 of this Agreement for all hours worked.

## **16 WEEKEND WORK**

- 16.1 Where employees are required to work regular weekends as determined by the Blood Service, penalties will be paid as per subclause 16.2 of this clause.
- 16.2 The following shift penalty rates shall be paid to employees in addition to ordinary rates, when rostered weekend work (not overtime) is undertaken.
  - (i) Midnight Friday – midnight Saturday 50%
  - (ii) Midnight Saturday – midnight Sunday 75%
- 16.3 The rates specified in subclause 16.2 are in substitution for and not cumulative upon loadings prescribed in Clause 15 - Shift Work.

## **17 ON CALL**

- 17.1 The payment of an allowance under the provisions of this clause shall not apply to any persons until such time a period of on call is authorised.
- 17.2 Employees, including part time employees, required to be on-call shall receive an allowance as provided for in Appendix 2 - Allowances of this Agreement, for the purposes of ensuring they are readily contactable and available to undertake appropriate duties if required. Any such time on-call shall not be counted as time worked, except in so far as an employee may take up actual duty in response to a call.
- 17.3 Employees who are required to be on call shall be paid for each period of twenty four hours or part thereof.
- 17.4 No employee shall be required to be on-call whilst on leave or from the completion of the employee's shift on the day before an employee proceeds on leave.
- 17.5 Employees recalled to perform duties in the workplace will be paid for a minimum of four hours. These hours shall be paid as Overtime in accord with Clause 13 – Overtime of this Agreement.
- 17.6 Employees who are on call and are able to complete duties without having to return to the workplace will be paid a minimum of two

hours. These hours shall be paid as Overtime in accord with Clause 13 – Overtime of this Agreement.

## **PART 4 – LEAVE**

### **18 PERSONAL LEAVE**

- 18.1 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 provided for in subclauses 18.17.

#### **Entitlement**

- 18.2 Full time employees shall accrue 91.2 hours (12 days at 7.6 hours per day) personal leave per annum.
- 18.3 Part time employees are entitled to personal leave on a pro rata basis (to that of a full time employee).
- 18.4 Personal leave will accrue from year to year and will accumulate without limit.
- 18.5 Personal leave will be debited by the hour.

#### **Employees previously covered by the ACT Nurses Enterprise Agreement 2013**

- 18.6 Full time employees previously covered by the ACT Nurses Enterprise Agreement 2013, shall accrue 114 hours (15 days at 7.6 hours per day) per annum
- 18.7 Part time employees previously covered by the ACT Nurses Enterprise Agreement 2013 are entitled to personal leave on a pro rata basis (to that of a full time employee as identified in sub-clause 18.6).

#### **Definitions**

- 18.8 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 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 and 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) **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.

#### **Entitlement to Personal Leave**

- 18.9 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.
- 18.10 An application for leave of absence on the grounds of personal leave will be supported by reasonable evidence. This evidence may include certificates from registered medical practitioners and health professionals, other than Blood Service employees.
- 18.11 To be entitled to 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**

- 18.12 Where informed as per sub clause 18.25, an employee may be required to provide a medical certificate from a registered medical practitioner or health professional for all periods of personal leave taken in relation to sick leave.
- 18.13 The Blood Service requires employees to produce a medical certificate where the absence exceeds two (2) consecutive days.
- 18.14 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 subclause 18.9, in support of such absence.
- 18.15 Where an employee is on annual leave and is sick for two (2) or more consecutive days, upon receipt of a medical certificate the annual leave will be re-credited provided that sufficient personal leave entitlements exist.

#### **Carer's Leave**

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

## **Urgent Pressing Necessity Leave**

- 18.17 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

## **Compassionate Leave**

- 18.18 An employee is entitled to two (2) days of 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 this or her life, or
  - (iii) dies.
- 18.19 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 18.17.
- 18.20 In addition to paid leave entitlements, unpaid compassionate leave may be accessed by employees in accordance with operational requirements, however, shall not be unreasonably refused.
- 18.21 Proof of such death shall be provided by the employee to the satisfaction of the employer, (e.g. funeral notice) if requested.
- 18.22 Provided that sub clause 18.17 shall not have operation while the period of entitlement to leave under it coincided with any other period of leave.
- 18.23 Casuals are entitled to unpaid compassionate leave.

## **Absences on Accrued Days Off**

- 18.24 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.
- 18.25 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.

## **Management of Absenteeism**

- 18.26 Where there is an identified pattern of absence or a suspected abuse of the entitlements contained within this clause, the 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 by the employer and developing an individual plan with the employee to address the situation.

- 18.27 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**

- 18.28 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), time off in lieu (TOIL), etc;
  - (b) The employee is already absent on any other form of paid leave e.g. long service leave, parental leave or is receiving worker's compensation benefits;
  - (c) Normal period of absence of confinement as defined in the Acts' parental leave clauses;
  - (d) Any other circumstances, which are not specifically stated in, or intended to be, captured by this clause.

## **19 PUBLIC HOLIDAYS**

- 19.1 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:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday (NSW only) Easter Monday, Anzac Day, Queen's Birthday Labour Day, Canberra Day (ACT only), Family & Community Day (ACT only) and any other day as gazetted.

### **Substitute Days**

- 19.2 When Christmas Day is a Saturday or a Sunday, a substitute day shall be observed on 27 December.
- 19.3 When Boxing Day is a Saturday or Sunday, a substitute day shall be observed on 28 December.
- 19.4 When New Year's Day or Australia Day is a Saturday or Sunday, a substitute day shall be observed on the next Monday.
- 19.5 In addition to the public holidays provided for in sub clause 19.1 above, NSW employees only, are entitled to an extra public holiday each calendar year. This shall be taken at a time in accord with operational requirements, as determined by the Blood Service. To be eligible for the extra public holiday, employees must have been employed by the Blood Service prior to August 1 in the calendar year the holiday is to be taken.
- 19.6 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) the employee would normally receive for hours usually worked on that day.

- 19.7 An employee who is required to work ordinary hours on a public holiday shall be paid a penalty rate of 150%, in addition to their ordinary hours.
- 19.8 Any loading earned while working on a public holiday will be paid at the exclusion of any other loadings or penalty rates mentioned in this Agreement.
- 19.9 Where a full time employee is required to work less than 8 hours on a public holiday, the rostered hours will be paid in accordance with clause 19.7 and the remaining hours paid at ordinary rates up to 8 hours.

**Part-time employees**

- 19.10 The entitlement to public holiday benefits for a part-time employee who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:
  - (a) where a public holiday occurs on a day that a part-time employee would normally be rostered to work, but the employee is not required to work by the Blood Service, the part-time employee is entitled to receive the public holiday benefit prescribed in sub clause 19.6.
  - (b) where a public holiday occurs on a day a part-time employee is not rostered to work and regardless of whether the employee would ever work on that day of the week, the part-time employee will be entitled to a pro-rata payment determined by application of the following formulae:

Employee’s current contracted part time weekly hours **divided** by average weekly full time hours (38.0) **times** average daily full time hours (7.6)

**Example:** Part time employee working 32 hours a week

Part time hours 32	X Average daily full time hours	Pro rata public holiday entitlement
-----		
Full time hours 38		
= .84	X 7.6	=6.38 hours

- 19.11 Nothing in this clause confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

**20 PARENTAL LEAVE**

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

### **Paid Parental Leave Entitlement**

- 20.2 An employee, other than a casual employee, will be entitled to paid parental leave under this clause provided that the employee has completed at least twelve (12) months continuous service with the Blood Service, immediately prior to the birth or placement for adoption of a child.
- 20.3 Eligible employees shall receive fourteen (14) weeks paid maternity or adoption leave.
- 20.4 This may be taken at double quantum over a seven (7) week period or half pay over a twenty eight (28) week period in accordance with organisational requirements.

### **Paid Concurrent (Parental) Leave Entitlement**

- 20.5 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.
- 20.6 This may be taken at double quantum or half pay over the period in accordance with organisational requirements.

## **21 ANNUAL LEAVE AND LEAVE LOADING**

- 21.1 Full time employees shall accrue four (4) weeks (152 hours) annual leave over completed twelve (12) months of continuous service.
- 21.2 Employees, where possible are required to give at least two (2) weeks prior notice of their intention to take leave.
- 21.3 Annual leave (e.g. single days or consecutive days), is subject to approval and shall be taken in accordance with organisational requirements. Notwithstanding, requests for annual leave shall not be unreasonably refused.
- 21.4 Where it is identified an employee has excess annual leave the matter will be discussed with the immediate manager with the view to agreeing a schedule for the reduction in excess leave.
- 21.5 Employees, who have accrued annual leave in excess of eight weeks, may be directed to take the leave. A balance of four weeks must remain after the directed leave is taken.
- 21.6 Employees with less than twelve (12) months continuous service are entitled to apply for an amount of annual leave equal to the amount accrued as at the time of application. Such requests will not be unreasonably refused, but will be subject to operational requirements.
- 21.7 Employees are entitled to receive a 17.5% annual leave loading allowance which will be calculated based on their base rate of pay and shall be paid to employees when annual leave is taken.

- 21.8 Annual leave is exclusive of any of the holidays prescribed in Clause 19 - Public Holidays, where such public holiday is observed on a day on which the employee would ordinarily have worked.
- 21.9 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 the employee retains an entitlement to at least four (4) weeks annual leave.
- 21.10 For the purpose of an additional week's annual leave provided by the NES a shift worker is defined as an employee who:
- (a) is regularly rostered over seven (7) days per week;
  - (b) and regularly works weekends and public holidays.
- 21.11 Full time employees who work their ordinary hours on weekends and public holidays are entitled to receive additional annual leave in accordance with clause 21.10 as follows:

<b>Number of ordinary time shifts worked in a 12 month period</b>	<b>Additional Annual Leave</b>
5-9	7.6 hours
10 -14	15.2 hours
15 -19	22.8 hours
20 -24	30.4 hours
25 or more	38 hours

- 21.12 Part time employees, in accordance with the pro-rata provisions in clause 9.4, will receive additional annual leave in accordance with 21.10, on a pro-rata basis as follows:

<b>Number of ordinary time shifts worked in a 12 month period</b>	<b>Additional Annual Leave</b>
5-9	20%*
10 -14	40%*
15 -19	60%*
20 -24	80%*
25 or more	100%*

\*Equivalent to individual contracted hours per week

## **22 STUDY AND PROFESSIONAL DEVELOPMENT LEAVE**

- 22.1 The Blood Service supports staff being provided with access to learning and development opportunities, which will enhance their

ability to work competently in their role and fulfil professional development requirements.

- 22.2 An employee who attends Blood Service initiated training will be paid as though they had worked a typical roster that day.
- 22.3 The organisation, where possible will allow for paid study leave where the study is of benefit to the individual and the Blood Service. Prior application must be made to the Blood Service.
- 22.4 Applications for paid study leave and reimbursement of course fees and other reasonable expenses will be dealt with on a case by case basis by the Blood Service.

## 23 LONG SERVICE LEAVE

### **For employees based in New South Wales**

- 23.1 An employee is entitled to two months' long service leave after completing ten (10) years continuous service with the Blood Service. For the purposes of this clause, one month shall equal 30.5 days.
- 23.2 For each ten year period after first becoming entitled to long service leave, an entitlement of a further five months' long service leave will be granted.

### **For employees based in Australian Capital Territory**

- 23.3 An employee is entitled to thirteen (13) weeks' long service leave after completing ten (10) years continuous service with the Blood Service. For the purposes of this clause, thirteen weeks shall equal sixty-five (65) days.
- 23.4 For each year after first becoming entitled to long service leave, an employee is entitled to a further 1.3 weeks every year thereafter.

### **All employees in New South Wales and Australian Capital Territory**

- 23.5 Employees may access pro-rata long service leave pro-rata after seven (7) years' continuous service whilst still employed.
- 23.6 Where an employee becomes entitled to a period of long service leave, the leave is to be granted and taken:
- (a) Subject to agreement between the Blood Service and the employee, as soon as is reasonably practicable after it becomes due; and
  - (b) In one continuous period, unless otherwise mutually agreed between the employee and the Blood Service; and
  - (c) taking into account operational requirements, to 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).

- 23.7 When an employee becomes entitled to long service leave, such leave may be granted by the Blood Service within six 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 12 months of the entitlement and the employee shall, upon such request, proceed on Long Service Leave, within the appointed time.

- 23.8 Long Service Leave shall be paid at the ordinary rate of salary applicable at the time leave is taken.
- 23.9 Payment for long service leave shall be made in the normal pay period.
- 23.10 All other conditions shall be in accordance with the Long Service Leave Act 1955 (NSW) and the ACT Long Service Leave Act 1976

#### **Part Time Employees**

- 23.11 Part time employees will be entitled to Long Service Leave on a pro rata basis.
- 23.12 Where an employee has switched between part time and full time or switched the number of part time hours worked, at the completion of ten years' service, each period of part time work and full time work shall be calculated individually. The total of each period worked in the ten years shall then determine the employee's entitlement. The same method will apply to each subsequent ten year period.

#### **Termination of employment**

- 23.13 Where an employee is terminated by the employer for reasons other than serious or wilful misconduct or terminated by the employee on account of personal illness, incapacity or any other pressing domestic necessity or by reason of the employee's death and has completed more than five years but less than seven years continuous service, the employee shall be entitled to be paid an amount proportionate to the long service leave entitlement as determined above.

#### **Public Holidays**

- 23.14 Public Holidays that falls while an employee is on a period of long service leave will be paid and not debited from the employee's long service leave entitlement.

## **PART 5 – ALLOWANCES**

### **24 HIGHER DUTIES ALLOWANCE**

- 24.1 A higher duties allowance will be available to an employee required to act in a position of higher classification for three or more entire rostered shifts. Where the employee performs all of the duties of a position which is classified at a higher level, the higher rate shall be paid whilst so engaged.
- 24.2 Where an employee performs the role of Session Leader for three or more rostered shifts they are entitled to higher duties or in charge allowance, whichever is the greater amount. In accordance with Appendix 2 - Allowances
- 24.3 Where more than three entire normal rostered shifts have been worked performing the higher duties, the employee shall be paid for the whole period of performing higher duties.

### **25 SKILLS COACHES AND ASSESSORS (SCA) ALLOWANCE**

- 25.1 A Skills Coach Allowance (SCA) allowances will be payable to employees in Grade 1 or Grade 2 as prescribed in Appendix 1 Classification Pay Ranges when undertaking approved SCA activities. This allowance will be paid in accordance with Appendix 2 - Allowances.
- 25.2 Employees at Grade 3 and above are expected to support training and development of others as part of their ordinary activities.

### **26 IN-CHARGE ALLOWANCE**

- 26.1 A Registered Nurse who is appointed in charge of a shift or part thereof shall be paid for the time spent following basis:
- 26.2 Where the time spent is more than five hours on any day or shift, such employee shall be paid the allowance for such day or shift;
- 26.3 If for five hours or less during one day, such employee shall be paid the allowance for the time so worked.
- 26.4 This allowance will be paid in accordance with Appendix 2 - Allowances.

## PART 6 – MISCELLANEOUS

### 27 TERMINATION OF EMPLOYMENT

#### Notice of Termination by the Blood Service

27.1 In order to terminate the employment of a full time or part time employee the Blood Service shall give notice as specified in the table below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year up to completion of 3 years	2 weeks
More than 3 year up to completion of 5 years	3 weeks
More than 5 years completed service	4 weeks

27.2 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 (2) years continuous service, are entitled to an additional week's notice.

27.3 The employment of a casual employee may be terminated by one day's notice.

27.4 Payment in lieu of notice will be made if the appropriate notice period (or part thereof) is not required to be worked.

27.5 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 used.

27.6 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 maximum term contract.

#### Notice of Termination by an Employee

27.7 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 week's notice based on the age of the employee concerned.

27.8 If an employee fails to give the appropriate notice, the Blood Service has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

## **28 UNIFORMS**

- 28.1 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, an 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. Where approved, a cold weather jacket may also be provided.
- 28.2 Where a uniform is required to be worn by an employee and where an 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) where approved, a cold weather jacket may also be provided.
- 28.3 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.

## **29 WORK RELATED TRAVEL**

- 29.1 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.
- 29.2 Where an employee is required to travel for work related purposes, such as attending conferences or training, such travel is considered to be ordinary time. For air travel, travel time will be from check in time to time of arrival.

## PART 7 – SALARIES & RELATED INFORMATION

### 30 SALARIES

30.1 The following increases shall apply to the Agreement in accordance with Appendix 1 – Classification Pay Ranges:

**Prescribed Date**

1 July 2014	3%
1 July 2015	3%
1 July 2016	3%
1 July 2017	3%

All increases will apply and be paid on the first full pay period on or after (FFPPOA) the prescribed date.

### 31 PAYMENT OF WAGES

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

31.2 Salaries will be paid fortnightly, providing no unforeseen event outside the reasonable control of the Blood Service frustrates the ability to meet the requirement of this clause.

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

31.4 If the Blood Service makes an overpayment, 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.

(d) If the employee makes an Application and satisfies the Blood Service that making repayments in the manner set out in subclause 31.4(c) above, places undue financial hardship on the employee, the Blood Service may in consultation with the employee, vary the repayment schedule.

31.5 Notwithstanding subclause 31.4 above, any overpayment will be recovered within the same financial year in which it was incurred.

## **32 INCREMENTS SUBJECT TO PERFORMANCE**

32.1 Where applicable, as prescribed in Appendix 1 (Classification Pay Ranges) increment movements will occur in the first full pay period from 1 November each year.

32.2 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 greater period than nine (9) months.

32.3 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.

32.4 Where an employee is undergoing formal documented performance management, the Blood Service may exercise its discretion to prevent an employee from progressing to the next salary increment.

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

## **33 SALARY PACKAGING**

33.1 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.

33.2 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.

## **34 SUPERANNUATION**

34.1 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:

- (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) Blood Service contributions shall be paid on a quarterly basis in line with the superannuation guarantee arrangements.
- (c) In the event that the employee does not nominate a preferred fund within 4 weeks of commencing employment Health Employees Superannuation Trust Australia (HESTA) shall become the default fund.

## PART 8 – CONSULTATION & DISPUTE RESOLUTION

### 35 CONSULTATION

- 35.1 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; and
  - (b) the change is likely to have a significant effect on employees of the enterprise.
- 35.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 35.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 35.4 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.
- 35.5 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.

- 35.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 35.7 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 subclauses 35.2, 35.3 and 35.5 are taken not to apply.
- 35.8 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.
- 35.9 In this term, relevant employees means the employees who may be affected by the major change.

**Change to regular roster or ordinary hours of work**

- 35.10 For a change referred to in paragraph 35.1 b:
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 35.10 to 35.14 apply.
- 35.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 35.12 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.
- 35.13 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

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).

- 35.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 35.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 35.16 In this term, relevant employees means the employees who may be affected by a major change referred to in subclause 35.1.

## **36 REDUNDANCY**

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

### **Discussions before terminations**

- 36.2 Where the Blood Service has made a definite decision that it no longer wishes 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 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:
  - (a) The need to retain necessary skills for operational reasons;
  - (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 the redundancy.
- 36.3 The discussions shall take place as soon as is practicable after the Blood Service 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 affect of any terminations on the employees concerned. The Blood Service is not required to disclose confidential information which may adversely affect the Blood Service.

### **Notice of Termination of Employment**

- 36.4 In order to terminate the employment of a redundant employee, the Blood Service will provide the employee notice, or payment in lieu of notice, in accordance with Clause 27 Termination of Employment, of this Agreement.
- 36.5 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.
- 36.6 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:
- the employee's ordinary hours of work;
  - the amounts ordinarily payable to the employee in respect of those hours, including for example, allowances, loading and penalties; and
  - any other amount payable under the employee's contract of employment
- 36.7 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.
- 36.8 The Blood Service may direct to terminate an employee's employment at any time from the commencement of the period of notice provided and before the end of the period of notice the Blood Service will pay out the outstanding notice required.

### **Severance Pay**

- 36.9 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:
- For the first year of completed service four (4) weeks at ordinary pay shall apply and the second year of completed service two (2) weeks, thereafter three (3) weeks ordinary pay for each completed year of service; plus
  - Provided always that the total of the severance pay under this subclause shall not exceed 39 weeks.

## Suitable Alternative employment

- 36.10 Where a redundancy situation occurs the Blood Service will make reasonable efforts to identify suitable redeployment opportunities within the state the employee resides.
- 36.11 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 within a reasonable time with reasonable training and, if these conditions are met, may be redeployed to such positions subject to sufficient vacancies existing.
- 36.12 Once a position is formally declared by the Blood Service as excess to requirements, the affected employee will be supplied with a list of appropriate internal vacancies within the state that the employee resides.
- 36.13 Severance pay will not apply where suitable alternative employment is provided by the Blood Service.
- 36.14 Consideration will be given to employees referred to in sub clause 36.10 for a maximum period of four (4) weeks after the Blood Service formally notifies the employee 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 27 Termination of Employment.

- 36.15 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 27.1 of this Agreement will be reduced 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.
- 36.16 Any employee who accepts redeployment with the Blood Service is not entitled to any severance pay or notice pay on termination.
- 36.17 Where an employee accepts redeployment to a lower paying role, salary will be maintained at the 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 12 months whichever is the lesser period.

## **Career Transition Services**

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

## **Time Off during notice period**

- 36.19 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.
- 36.20 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**

- 36.21 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.

## **37 DISPUTE SETTLEMENT PROCEDURE**

- 37.1 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.
- 37.2 The term 'parties' referred to in this clause means the employer and employee(s).
- 37.3 Whilst this procedure is in place, no stoppage of work, or any form of ban or limitation of work shall be applied.
- 37.4 No party shall be prejudiced as to the final settlement by the continuance of work.
- 37.5 The employee may choose to have a representative, involved in the grievance process from Step 2 onwards.
- 37.6 Health and Safety Matters are exempted from Step 4.

### **Step 1**

- 37.7 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**

- 37.8 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**

- 37.9 If the grievance continues to be unresolved, further discussion shall occur with the Manager and/or Human Resource Representative, employee and/or their representative.
- 37.10 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;
  - (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**

- 37.11 Should the dispute continue to be unresolved following the exhaustion of the above three steps either party may apply to have the dispute conciliated by 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.
- 37.12 An application to 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.
- 37.13 If resolution cannot be reached at conciliation, a recommendation shall be requested from FWC.

## **38 EMPLOYEE REPRESENTATIVE LEAVE**

- 38.1 A maximum of three (3) days per calendar year paid leave will be granted to an employee representative for the purposes of training, delegate courses/ seminars provided that:
- (a) two weeks period of notice is provided to the Blood Service; and

(b) the taking of leave is arranged having regard to operational requirements.

38.2 This leave will be paid at the ordinary time rate of pay and shall count as service for all purposes of this agreement.

39 SIGNATORIES TO THE AGREEMENT



Signature

Steve Eldridge  
Donor Services Manager  
For and on Behalf of the Australian Red Cross Blood Service –NSW/ACT

17 O’Riordan Street  
Alexandria 2015

Name Mary Marell

Signature M Marell

Authority to Sign

For and on Behalf of the Employees of the Australian Red Cross Blood Service –  
NSW/ACT covered by the Agreement  
17 O’Riordan Street  
Alexandria 2015

## APPENDIX 1: CLASSIFICATION PAY RANGES

<b>New Classification Structure Nursing Job Family New Grade</b>	<b>Increment</b>	<b>1-Jul-14 3.00%</b>	<b>1-Jul-15 3.00%</b>	<b>1-Jul-16 3.00%</b>	<b>1-Jul-17 3.00%</b>
<b>Blood Service Nursing Grade 1</b>					
Increment 1	1	\$42,507	\$43,782	\$45,096	\$46,449
Increment 2	2	\$43,491	\$44,795	\$46,139	\$47,523
Increment 3	3	\$44,343	\$45,673	\$47,043	\$48,455
Increment 4	4	\$46,441	\$47,834	\$49,269	\$50,747
Increment 5*	5	\$52,500	\$54,075	\$55,697	\$57,368
Increment 6*	6	\$54,000	\$55,620	\$57,289	\$59,007
<b>Blood Service Nursing Grade 2</b>					
Increment 1	1	\$52,232	\$53,799	\$55,413	\$57,076
Increment 2	2	\$53,325	\$54,925	\$56,573	\$58,270
Increment 3	3	\$54,472	\$56,107	\$57,790	\$59,524
Increment 4	4	\$55,729	\$57,401	\$59,123	\$60,897
Increment 5	5	\$56,713	\$58,414	\$60,166	\$61,971
Increment 6	6	\$58,406	\$60,158	\$61,963	\$63,822
Increment 7	7	\$59,007	\$60,777	\$62,601	\$64,479
<b>Blood Service Nursing Grade 3</b>					
Increment 1	1	\$60,962	\$62,791	\$64,675	\$66,615
Increment 2	2	\$64,104	\$66,027	\$68,008	\$70,048
Increment 3	3	\$67,481	\$69,506	\$71,591	\$73,739
Increment 4	4	\$70,821	\$72,945	\$75,134	\$77,388
Increment 5	5	\$74,168	\$76,393	\$78,685	\$81,045
Increment 6	6	\$77,982	\$80,322	\$82,732	\$85,214
Increment 7	7	\$81,192	\$83,628	\$86,136	\$88,720
<b>Blood Service Nursing Grade 4</b>					
Increment 1	1	\$82,993	\$85,482	\$88,047	\$90,688
Increment 2	2	\$84,686	\$87,227	\$89,844	\$92,539
Increment 3	3	\$86,325	\$88,915	\$91,583	\$94,330
Increment 4	4	\$87,965	\$90,603	\$93,322	\$96,121

## APPENDIX 1: CLASSIFICATION PAY RANGES (cont.)

New Classification Structure Nursing Job Family New Grade	Increment	1-Jul-14 3.00%	1-Jul-15 3.00%	1-Jul-16 3.00%	1-Jul-17 3.00%
<b>Blood Service Nursing Grade 5</b>					
Increment 1	1	\$88,511	\$91,166	\$93,901	\$96,718
Increment 2	2	\$90,332	\$93,042	\$95,833	\$98,708
Increment 3	3	\$92,153	\$94,918	\$97,765	\$100,698
Increment 4	4	\$93,974	\$96,793	\$99,697	\$102,688
<b>Blood Service Nursing Grade 6</b>					
Increment 1	1	\$96,160	\$99,045	\$102,016	\$105,076
Increment 2	2	\$98,345	\$101,296	\$104,335	\$107,465
Increment 3	3	\$100,531	\$103,547	\$106,653	\$109,853
Increment 4	4	\$102,717	\$105,798	\$108,972	\$112,241
<b>Business &amp; Team Management Nursing Grade 1</b>					
Increment 1	1	\$86,325	\$88,915	\$91,583	\$94,330
Increment 2	2	\$87,418	\$90,041	\$92,742	\$95,524
Increment 3	3	\$88,511	\$91,166	\$93,901	\$96,718
Increment 4	4	\$89,604	\$92,292	\$95,060	\$97,912
<b>Business &amp; Team Management Nursing Grade 2</b>					
Increment 1	1	\$91,789	\$94,543	\$97,379	\$100,300
Increment 2	2	\$93,611	\$96,419	\$99,312	\$102,291
Increment 3	3	\$95,432	\$98,295	\$101,244	\$104,281
Increment 4	4	\$97,253	\$100,170	\$103,175	\$106,271
<b>Business &amp; Team Management Nursing Grade 3</b>					
Increment 1	1	\$99,438	\$102,421	\$105,494	\$108,659
Increment 2	2	\$101,624	\$104,672	\$107,812	\$111,047
Increment 3	3	\$103,809	\$106,923	\$110,131	\$113,435
Increment 4	4	\$105,995	\$109,174	\$112,450	\$115,823

## APPENDIX 2: ALLOWANCES

Allowances will be increased at the commencement of the agreement and remain in place for the life of the agreement.

Item No.	Clause No.	Description	Current	1 July 2014
1	17	<b>On Call Allowance</b> - Not of ADO Per Hour  - On ADO Per Hour	\$3.36  \$6.75	\$3.56  \$7.16
2	14	<b>Overtime – Meal Allowance</b>	\$17.24	\$18.27
3	25	<b>Skills Coaches &amp; Assessors Allowance</b>	\$10.20	\$10.81
4	26	<b>In Charge Allowance – Per Shift</b>	\$31.29	\$33.17

## APPENDIX 3 – NURSING DEFINITIONS

<b>COLLECTION ROLES</b>		
<b>Title</b>	<b>Grade</b>	<b>Descriptor</b>
<b>Donor Services Nursing Assistant</b>	<b>Nursing Job Family</b>  <i>Grade 1</i>	<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 and six, DSNA's need to be both qualified to undertake the DSNA amended scope of practice and performing the amended scope. DSNA's must have a Certificate IV in Pathology (or equivalent as determined by the Blood Service).</p>
<b>Donor Services Enrolled Nurse</b>	<b>Nursing Job Family</b>  <i>Grade 2 (EN)</i>	<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>
<b>Donor Services Registered Nurse</b>	<b>Nursing Job Family</b>  <i>Grade 3 (RN)</i>	<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</p>

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## COLLECTION ROLES

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Title	Grade	Descriptor
		and development of others.
<b>Donor Services Session Leader</b>	<b>Nursing Job Family</b>  <b>Grade 4</b>	<p>The session leader is responsible for the day to day effective 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 within mobiles, the logistics of managing a session at temporary sites.</p> <p>They also provide the clinical oversight to a collection session and advice to all team members involved in the donation process. They can be designated as 2IC for the DCM (second in charge to Donor Centre Manager) They are capable of undertaking all the standard collections duties.</p>
<b>Donor Centre Manager – Small Centre</b>	<b>Nursing Business and Team Manager</b> <b>Grade 1</b>	<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>
<b>Donor Centre Manager – Medium Centre or Multiple Mobile Units</b>	<b>Nursing Business and Team Manager</b> <b>Grade 2</b>	<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>
<b>Donor Centre Manager – Large Centre</b>	<b>Nursing Business and Team Manager</b> <b>Grade 3</b>	<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 and the value of donating, therefore requiring strong stakeholder management.</p>

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**COLLECTION ROLES**

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<b>Title</b>	<b>Grade</b>	<b>Descriptor</b>
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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.

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## NATIONAL DIVISION ROLES

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Title	Grade	Descriptor
<b>National Divisions' Enrolled Nurse</b>	<b>Nursing Grade 2</b>	<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>
<b>National Divisions' Registered Nurse</b>	<b>Nursing Grade 3</b>	<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>
<b>National Divisions' Clinical Nurse Specialist</b>	<b>Nursing Grade 4</b>	<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>
<b>National Divisions' Clinical Nurse Advisor</b>	<b>Nursing Grade 5</b>	<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>

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## NATIONAL DIVISION ROLES

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Title	Grade	Descriptor
<b>National Divisions' Clinical Nurse Consultant</b>	<b>Nursing Grade 6</b>	<p>Registered Nurses operating in national divisions at this level undertake 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>

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