



Australian Red Cross Blood Service Medical Officers Enterprise Agreement Western Australia 2016

**This is an AMA negotiated
Agreement**



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Red Cross Blood Service
(AG2016/1817)

AUSTRALIAN RED CROSS BLOOD SERVICE MEDICAL OFFICERS ENTERPRISE AGREEMENT WESTERN AUSTRALIA 2016

Health and welfare services

COMMISSIONER ROE

MELBOURNE, 22 AUGUST 2016

*Application for approval of the Australian Red Cross Blood Service Medical Officers
Enterprise Agreement Western Australia 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Red Cross Blood Service Medical Officers Enterprise Agreement Western Australia 2016* (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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Salaried Medical Officers 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 was approved on 22 August 2016 and, in accordance with s.54, will operate from 29 August 2016. The nominal expiry date of the Agreement is 30 June 2016.



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Australian Red Cross
BLOOD SERVICE

**Australian Red Cross Blood Service
Medical Officers Enterprise Agreement
Western Australia
2016**



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PART 1 – ADMINISTRATIVE ARRANGEMENTS

1 TITLE

- 1.1 This Agreement will be known as the Australian Red Cross Blood Service Medical Officers Enterprise Agreement Western Australia 2016.

2 DEFINITIONS

- 2.1 'Agreement' means the Australian Red Cross Blood Service Medical Officers Enterprise Agreement Western Australia 2016.
- 2.1 'Blood Service' means the Australian Red Cross Blood Service (Western Australia).
- 2.2 'Employer' means the Australian Red Cross Blood Service (a division of the Australian Red Cross Society) ABN 50169561394.
- 2.3 'FWC' means the Fair Work Commission.
- 2.4 'Medical Officer' means a person employed by the Blood Service under the medical officer career structure contained in this Agreement and appropriately registered as a Medical Practitioner.
- 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 Salaried Medical Officers Federation (Western Australian Branch) or the Australian Medical Association (WA) Incorporated.

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 Western Australia who are employed in any of the classifications specified in Appendix 1 (Career Structure and Salaries).
- 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 Western Australia:

- 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 30 June 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 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 conditions of employment to those to whom it applies. It replaces, supersedes and operates to the exclusion of the Australian Red Cross Blood Service Medical Officers Enterprise Agreement Western Australia 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 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.
- 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) Fixed Term (Full time or Part time);
- (iii) Casual.

9.2 An employee may be employed on a probationary period for the first six (6) months. 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 subclause 10.1.

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 subclause 10.1.

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

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 a 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 applicable to full-time employees.

Fixed Term Employees

9.9 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.

9.10 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 for a full time employee shall be based on an average of thirty eight (38) hours per week of either:
- (i) 76 hours within a period of fourteen (14) consecutive days (fortnight); or
 - (ii) 152 hours within a period not exceeding twenty eight (28) consecutive days (four (4) weeks).
- 10.2 Work performed in excess of ordinary hours provided for in subclause 10.1 will be paid at overtime rates in accordance with clause 12 (Overtime).
- 10.3 Each employee shall be free from duty for not less than two (2) days in each week or four (4) days in each fortnight, except where an employee is required to undertake overtime. Where practicable, such days off duty shall be consecutive, however, will be subject to operational requirements.
- 10.4 The Blood Service will endeavour to provide as much notice as possible where changes to rosters are required, in accordance with operational requirements.

Span of Hours

- 10.5 The ordinary span of hours during which employees may be required to work are between 8.00am and 6.00pm Monday to Friday. The span of ordinary hours may be extended by mutual agreement with the employee(s), in these instances this shall become the ordinary hours of work for the employee(s).

11 FLEXIBLE WORK/LEAVE ARRANGEMENTS

- 11.1 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, purchased leave, staggered hours or other arrangements.
- 11.2 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 employee.

12 OVERTIME

- 12.1 Overtime shall be calculated on the employees base hourly rate of pay and shall not be payable unless the period of time is authorised.

12.2 For all time worked in excess of the employees' ordinary hours prescribed in clause 10 (Hours of Work) the following rates shall be paid:

- (a) Monday to Saturday, first three (3) hours at 150% and 200% thereafter;
- (b) Sunday 200% for all hours worked;

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

Reasonable Overtime

12.4 Subject to sub clause 16.5 below, the Blood Service may require any full time or part time employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements.

12.5 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

12.6 Overtime shall not be paid to part time employees until such time that they work in excess of the normal full time rostered shift for the particular area or department the employee works.

12.7 Where a part time employee works beyond the rostered finish time for their shift on any day, such additional time worked shall be paid at the ordinary time rate of pay, with the exception of where a part time employee works in excess of the rostered shifts(s) for a full time employee, in which case, subclause 12.2 shall apply.

Casual Employees

12.8 Overtime shall not be paid to casual employees until such time that they work in excess of thirty-eight (38) hours in any one (1) week.

Time off in Lieu

12.9 A time off in lieu arrangement may be agreed between the Blood Service and its employee(s). Any time off in lieu will be granted at the ordinary rate, that is, an hour for each hour worked.

Ten Hour Break

12.10 When overtime 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.

- 12.11 Provided that where an employee who works overtime is required to return to or continue work without the break provided in subclause 16.10, then the employee shall be paid at double the ordinary rate, or the appropriate overtime rate, whichever is higher, until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
- 12.12 Subclause 12.10 and 12.11 shall not apply where an employee is recalled to work within three (3) hours of the 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.

13 SHIFT WORK

- 13.1 Shift loadings will be in accordance with subclause 13.2 below
- 13.2 An employee shall be paid the following loadings in addition to ordinary rates:
- (i) Ordinary hours worked between 6.00pm and midnight Monday to Friday, shall be paid at the rate of 20%;
 - (ii) Ordinary hours worked between midnight and 8.00am Monday to Friday shall be paid at the rate of 25%;
 - (iii) Ordinary hours worked between midnight at the commencement of a public holiday and 8.00am on the day after a public holiday shall be paid at the rate of 150%.

14 WEEKEND WORK

- 14.1 The following shift penalty rates shall be paid to employees in addition to ordinary rates, when rostered weekend work is undertaken:
- a) Midnight Friday to midnight Saturday 50%
 - b) Midnight Saturday to midnight Sunday 75%

- 14.2 Employees who regularly work ordinary hours on weekends are entitled to receive additional annual leave in accordance with clause 19 (Annual Leave) of this Agreement.

15 ON-CALL

- 15.1 For the purposes of this Agreement, an employee is on call when the employee is rostered by the employer to remain readily contactable and/or available to return to work outside of the employee's normal hours of duty.
- 15.2 No employee shall be required to be on call more than one (1) day in three (3), on average.

- 15.3 A Medical Officer placed on call shall be paid an allowance as set out in Appendix 2 (Allowances) of this Agreement. However, the allowance shall not be paid with respect to any period for which payment is made in accordance with subclause 15.5 below, when the Medical Officer is recalled to work.

Recall

- 15.4 The following provisions apply to an employee recalled to work.
- 15.5 The Medical Officer shall be paid a minimum of three (3) hours as follows:
- (i) All hours on any day outside midnight and 6.00am shall be paid at the rate of 150% of the applicable hourly ordinary salary rate;
 - (ii) All hours worked on Sunday between 6.00am and midnight at the rate of 175% of the applicable hourly ordinary salary rate;
 - (iii) All hours worked on any day between midnight and 6.00am shall be paid at the rate of 200% of the applicable hourly ordinary salary rate.
- 15.6 The Medical Officer shall not be obliged to work for three (3) hours if the work for which the Medical Officer was recalled is completed in less time, provided that if the Medical Officer is called out within three (3) hours of starting work on a previous recall the Medical Officer shall not be entitled to any further payment for the time worked within that period of three (3) hours.
- 15.7 If the recall exceeds three (3) hours, subsequent hours shall be paid at 200%.
- 15.8 Payment for the recall shall commence from:
- (i) In the case of a Medical Officer who is on-call, the time the Medical Officer starts work;
 - (ii) In the case of a Medical Officer who is not on-call, the time the Medical Officer starts the journey to attend the call. Provided that where a Medical Officer is recalled within three (3) hours of commencing normal duty, any time spent in travelling shall not be included in actual duty performed for the purposes of determining payment under this paragraph.
- 15.9 Where the Blood Service determines that there is a need for a Medical Officer to be on-call or to provide a consultative service and the means of contact is to be by telephone, the Blood Service shall provide the practitioner with a mobile telephone for the duration of the on-call.

Remote On-Call

- 15.10 All Medical Officers may be required to participate in remote call according to a rotating roster. Remote call may be arranged on a national basis. Appropriate training will be provided before any Medical Officer is required to be 'on-call'.
- 15.11 Subject to subclause 15.10 above, a Medical Officer required to be on-call will be paid an allowance as set out in Appendix 2 (Allowances) of this Agreement.
- 15.12 A Medical Officer is not entitled to be paid an on-call allowance for any hours for which a payment made under subclause 15.5 of this clause is made.

- 15.13 Where a Medical Officer undertakes work related activities on the telephone as a result of being on call in accordance with subclause 15.10 and where the Practitioner is required to provide advice via the telephone the practitioner shall, subject to subclause 15.15, be remunerated for one hour for each telephone consultation at the following rates:
- (i) all hours on any day outside midnight and 6am shall be paid at the rate of 150% of the applicable hourly ordinary salary rate;
 - (ii) all hours on Sunday between 6.00am and midnight at the rate of 175% of the applicable hourly ordinary salary rate;
 - (iii) all hours on any day between midnight and 6am shall be paid at the rate of 200% of the applicable hourly ordinary salary rate.
- 15.14 Where a Medical Officer is in receipt of a one (1) hour payment in accordance with subclause 15.13 above there will be no further payment for any additional remote work undertaken within that hour.
- 15.15 A Medical Officer is required to maintain a log of calls and submit this to their Manager for approval of payment.
- 15.16 The provisions of this clause may be varied by agreement between the Medical Officers and the Blood Service.

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 subclauses 16.13-16.17.

Entitlement

16.2 Full time employees shall accrue fifteen (15) days at 7.6 hours per day, personal leave per annum.

16.3 Personal leave will accrue from year to year without limit 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 is required to provide evidence in accordance with sub clause 16.7 above for all periods of personal leave taken in relation to sick leave.
- 16.10 The Blood Service may dispense with the requirement to produce a certificate where the absence does not exceed two (2) consecutive days or where in the Blood Service's opinion, the circumstances are such as not to warrant such requirements.

Carer's Leave

- 16.11 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.
- 16.12 Where an employee is on annual leave and is sick or is required to provide care or support in accordance with subclause 16.5(ii), upon receipt of a medical certificate or evidence that care or support is required, the annual leave will be re-credited provided that sufficient personal leave entitlements exist.

Compassionate Leave

- 16.13 An employee may access two (2) 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.
- 16.14 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 16.13 above.
- 16.15 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.
- 16.16 Proof of such death shall be provided by the employee to the satisfaction of the employer, if requested.
- 16.17 Provided that sub clause 16.13 shall not have operation while the period of entitlement to leave under it coincides with any other period of leave.

Domestic Violence

- 16.18 The Blood Service is committed to the personal safety of all employees. The employer recognises domestic violence as a matter of personal safety.
- 16.19 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.

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.

Management of Absenteeism

16.20 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.

16.21 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

16.22 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 or;
- (ii) The employee is already absent on any other form of paid leave eg long service leave, parental leave or is receiving worker's compensation benefits;
- (iii) Any other circumstances which are not specifically stated in, or intended to be, captured by this clause.

17 PUBLIC HOLIDAYS

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

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day and any other day as gazetted.

Substitute Days

17.2 When Christmas Day is a Saturday or a Sunday, a substitute day shall be observed on 27 December.

- 17.3 When Boxing Day is a Saturday or a Sunday, a substitute day shall be observed on 28 December.
- 17.4 When New Year's Day or Australia Day is a Saturday or Sunday, a substitute day shall be observed on the next Monday.
- 17.5 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.
- 17.6 An employee, including a casual, who is required to work ordinary hours on a public holiday shall be paid at the rate of double time and a half.
- 17.7 An employee who is required to be on-call in accordance with clause 15 (On-call) of this Agreement, on a day observed as a public holiday during what would normally have been the employee's ordinary hours shall be allowed to be observe that holiday on a day mutually agreeable to the Blood Service and the employee.

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

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

- 19.2 Employees, where possible, are required to give at least two (2) weeks prior notice of their intent to take 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 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(s) retain an entitlement to at least four (4) weeks annual leave.
- 19.5 Annual leave is exclusive of any public holidays as prescribed in clause 17 (Public Holidays) and any other periods of leave in accordance with the NES.

Additional Leave for Shift Workers

- 19.6 For the purposes of an additional week’s annual leave provided by the NES, a shift worker is defined as an employee who:
 - (i) is regularly rostered over seven (7) days of the week; and
 - (ii) regularly works weekends.
- 19.7 Subject to sub clause 19.8 below an employee regularly required to work on-call and/or weekends will receive up to an additional five (5) days leave during a twelve (12) month consecutive period of employment for annual leave in accordance with the following formula:

No. of four (4) week cycles on-call and/or no. of weekends worked	No. of additional days leave
4	1
6	2
8	3
10	4
12	5

- 19.8 Additional annual leave provided in sub clause 19.7 applies where the employee is rostered on-call:
 - (i) during weekend days or public holidays; or
 - (ii) on days they are not rostered for duty; and
 - (iii) they are rostered on a minimum of two (2) days per four (4) week cycle.

20 PROFESSIONAL DEVELOPMENT/CONFERENCE LEAVE

- 20.1 The Blood Service supports employee’s 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.
- 20.2 Full time employees are entitled to ten (10) days paid leave each two (2) years of service.

- 20.3 Financial support and paid or unpaid leave to attend conferences, professional studies and/or course studies will be provided in accordance with Blood Service policy.

21 LONG SERVICE LEAVE

- 21.1 Employees shall be entitled to thirteen (13) weeks long service leave after ten (10) years of continuous service and each ten (10) years of continuous service thereafter.
- 21.2 Employees may access pro rata long service leave after seven (7) years paid continuous service whilst still employed. Pro rata long service leave shall be payable upon resignation/termination after seven (7) years of continuous service.
- 21.3 All other conditions remain in accordance with the Western Australian *Long Service Leave Act 1958*, as amended from time to time.

22 DONOR LEAVE

- 22.1 All Blood Service employees are permitted to donate blood during paid work time, at a time which is mutually convenient for both the employee and their manager.
- 22.2 Subject to the production of appropriate evidence, an employee shall be entitled to up to five (5) days paid leave for the purpose of donating an organ or body tissue.
- 22.3 If this paid leave is not sufficient and upon production of a medical certificate, an employee may access their accrued personal leave or other paid leave to cover their absence.

PART 5 – ALLOWANCES

23 HIGHER DUTIES ALLOWANCE

- 23.1 A higher duties allowance shall be payable to an employee who is required to act in a higher position of a higher classification for a period of five (5) or more consecutive days.
- 23.2 Where an employee is required to act in a position of a higher classification on a regular basis for periods of less than five (5) consecutive days, a claim for higher duties will be considered by the relevant manager.
- 23.3 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.
- 23.4 Where an employee performs some, but not all of the duties in that higher classification, a rate of pay less than that prescribed in that higher classification can be paid on agreement between the employee and the Blood Service.

PART 6 – MISCELLANEOUS

24 CONTRACT OF SERVICE

- 24.1 The contract of service shall be between the employee and the Blood Service on either a full time or part-time basis and may, in the case of a permanent Medical Officer, be terminated by not less than three (3) months' notice on either side given in writing on any day or by the payment or forfeiture as the case may be of three (3) months' salary. A lesser period of notice may be given by agreement between the employee and the Blood Service.
- 24.2 The termination provisions for a fixed term Medical Officer shall be as specified in their contract of employment. Unless otherwise specified, the Blood Service will confirm the end date of the contract at least four (4) weeks prior to that date.
- 24.3 Subclause 24.1 above will not apply where the employee's position becomes redundant and subject to the provisions of clause 33 of this Agreement.
- 24.4 If the 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.
- 24.5 Notwithstanding the provisions of subclause 24.1 a Medical Officer shall be appointed subject to a probationary period of six (6) months. During the period of probation either party may terminate the employment contract by giving four (4) weeks' notice (or if agreed, payment in lieu of notice) or such lesser period as is agreed between the employee and the Blood Service.
- 24.6 The Blood Service may at any time, without notice, dismiss an employee for gross misconduct.

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 for this Agreement and does not form part of this Agreement.
- 25.2 An employee, who is required by the Blood Service to travel intrastate during the course of their employment, shall be paid for the time spent travelling as if it were ordinary time worked.
- 25.3 Where an employee is required by the Blood Service to travel interstate outside of their normal rostered hours, the employee may request time off in lieu at a mutually agreeable time or payment at ordinary hours for the time spent actually travelling.
- 25.4 Where an employee attends a professional development activity on any days when they would normally be rostered for duty they are eligible to apply for payment, at ordinary time rate, as part of their Professional

Development/Conference Leave entitlement in accordance with clause 20 (Professional Development/Conference Leave) of this Agreement.

26 INDEMNITY

- 26.1 Notwithstanding any other term of the Agreement, the Blood Service shall at all times indemnify the practitioner against all actions, suits, claims, demands, compensation, damages (including consequential loss) costs, fees and expenses which may be brought, made or claimed at any time or times by any person or body because of any Act or omission by the Medical Officer arising directly or indirectly out of or in relation to his or her employment.

PART 7 – SALARIES & RELATED INFORMATION

27 SALARIES

27.1 The following increases shall be paid in accordance with Appendix 1 (Career Structure and Salaries) of the Agreement:

- | | | |
|-------|-------------|------|
| (i) | 1 July 2016 | 2.5% |
| (ii) | 1 July 2017 | 2.5% |
| (iii) | 1 July 2018 | 2.5% |

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

28 PAYMENT OF WAGES

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

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

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

28.4 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 28.4(c) above, places undue financial hardship on the employee, the Blood Service may in consultation with the employee, vary the repayment schedule.

28.5 Notwithstanding sub clause 28.4, any overpayment will be recovered within the same financial year in which it was incurred.

29 INCREMENTS SUBJECT TO PERFORMANCE

- 29.1 Subject to satisfactory performance, a Medical Officer will move to the next step on the date which they would have been entitled to move to the next increment, if applicable. However, a Medical Officer shall only move to level four (4) by appointment.

30 SALARY PACKAGING

- 30.1 Employees shall be entitled to salary package in accordance with Blood Service policy and government legislation as amended from time to time at the sole discretion of the Blood Service.
- 30.2 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.

31 SUPERANNUATION

- 31.1 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.
 - (iii) 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

32 CONSULTATION

32.1 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.

32.2 The employer must notify the relevant employees of the decision to introduce the major change.

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

32.4 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.

32.5 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.

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

32.7 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 33.2, 33.3 and 33.5 are taken not to apply.

32.8 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

- 32.9 For a change referred to in paragraph 32.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses to 32.10 to 32.14 apply.
- 32.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 32.11 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.
- 32.12 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).
- 32.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 32.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

32.15 In this term, relevant employees mean the employees who may be affected by the major change.

33 REDUNDANCY

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

Discussions before Termination

33.2 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 the decision will lead to termination of employment, the Blood Service shall hold discussions with the employees directly affected.

33.3 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

33.4 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 the schedule below.

Period of Continuous Service	Period of Notice
1 Year or less	2 weeks
More than 1 year and up to completion of 3 years	4 weeks
More than 3 years and up to completion of 5 years	6 weeks
More than 5 years completed service	8 weeks

33.5 In addition to the notice prescribed above:

- (i) 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.
- (ii) employees over fifty five (55) years of age at the time of giving such notice, with not less than five (5) years of continuous service are entitled to an additional four (4) weeks notice.

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

33.7 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.

Severance Pay

33.8 In addition to the period of notice prescribed in subclause 33.4 an employee whose employment is terminated for reasons of redundancy shall be entitled to severance pay as follows:

- Three (3) weeks ordinary pay for each completed year of service up to maximum of thirty-nine (39), with the exceptions of the first years completed service four (4) weeks and the second year of completed service an additional two (2) weeks' ordinary pay shall apply in accordance with the NES.

Alternative Employment

33.9 Severance pay will not apply where suitable alternative employment is provided by the Blood Service.

Time Off During Notice Period

33.10 The employee who is under notice of termination may be released from duty for a period of up to five (5) days for the purpose of attending interviews to obtain alternative employment.

33.11 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.

34 DISPUTE SETTLEMENT PROCEDURE

34.1 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.

34.2 The term parties referred to in this clause means the Blood Service and its employee(s).

34.3 Whilst this procedure is in place, no stoppage of work, or any form of ban or limitation of work shall be applied.

34.4 No party shall be prejudiced as to the final settlement by the continuance of work.

34.5 The employee may choose to have a representative involved in the grievance process.

34.6 Health and Safety Matters are exempted from Step 4.

Step 1

34.7 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

34.8 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

- 34.9 If the grievance continues to be unresolved, further discussion shall occur with the Manager and/or Human Resource Representative, employee and/or their representative.
- 34.10 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

- 34.11 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.
- 34.12 An application to FWC 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



Dr Peter Bentley
Medical Services Manager, WA

For and on Behalf of the Australian Red Cross Blood Service

14-16 Victoria Avenue
PERTH WA 6000

Date:

7/7/16



Dr June Lee
DPU Co-ordinator

For and on Behalf of the Employees covered by the Agreement

14-16 Victoria Avenue
PERTH WA 6000

Date:

7 July 2016

APPENDIX 1: CAREER STRUCTURE AND SALARIES

CLASSIFICATION	MINIMUM QUALIFICATIONS	APPOINTMENT LEVEL	DESCRIPTION	PROGRESSION	SALARY		
					1-Jul-16	1-Jul-17	1-Jul-18
					2.5%	2.5%	2.5%
Level 1							
Medical Officer (supervised for 6 months)	MBBS or equivalent	Limited post graduate experience	Competent to perform a range of standard duties of a Blood Service Medical Officer after probationary period	Annual progression steps 1 to 3 providing satisfactory performance appraisal and development reports			
Step 1					\$ 139,791	\$ 143,285	\$ 146,867
Step 2					\$ 150,275	\$ 154,032	\$ 157,883
Step 3					\$ 157,790	\$ 161,734	\$ 165,778
Level 2							
Medical Officer (supervised for 3 months)	MBBS or equivalent	Level 2 is the usual appointment level for an experienced Medical Practitioner. Provided that a person may be appointed to a higher level as a result of an advertised position.	Competent to perform all standard duties of a Blood Service Medical Officer after probationary period	Annual progression providing satisfactory performance appraisal and development reports			
Step 1					\$ 241,520	\$ 247,558	\$ 253,747
Step 2					\$ 249,645	\$ 255,886	\$ 262,283
Level 3							
Senior Medical Officer	MBBS or equivalent	Experienced Medical Practitioner usually with at least 2 years' experience as a Medical Officer at the Blood Service. Provided that a person may be appointed to a higher level as a result of an advertised position.	Competent to perform all standard duties of a Blood Service Medical Officer	Annual progression providing satisfactory performance appraisal and development reports			
Step 1					\$ 258,176	\$ 264,630	\$ 271,246
Step 2					\$ 267,136	\$ 273,814	\$ 280,659
Step 3					\$ 276,540	\$ 283,453	\$ 290,540
Level 4							
Senior Medical Officer		Adds additional value to the Blood Service. The Lead Medical Officer may be appointed at this level. For example: Leading a significant national project or significant functional responsibility, additional qualifications which are considered to be relevant and add value to the Blood Service.	Competent to perform all standard duties of a Blood Service Medical officer, possesses in depth knowledge of the operation of the Blood Service and adds additional value to the Blood Service.	By appointment	\$ 283,869	\$ 290,965	\$ 298,239

Explanatory Notes to National Medical Officer Career Structure:

Level 1

This level is more likely to be applicable to TMS Registrars rather than Medical Officers

Level 2

This level is likely to be used for recruitment of Medical Officers without FRACGP or Vocational Registration. These Medical Officers would move into Level 3 by annual progression subject to satisfactory performance.

Level 3

This is the level that is commonly used for appointment as new recruits with FRACGP qualifications or equivalent VR registration.

Level 4

The Blood Service will assess individual claims by Medical Officers for appointment to this level on a case by case basis.

APPENDIX 2: ALLOWANCES

ON-CALL

Hourly Rate			
Current	Commencement date of Agreement	1 July 2017	1 July 2018
\$16.22	\$ 16.62	\$ 17.04	\$ 17.47



AMA (WA) Membership

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