

W0454 Cas M Doc N0926 TITLE : Western Hospital (anf) Enterprise Agreement 1996
 AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION Industrial
 Relations Act 1988 s.170MA certification of agreement
 Australian Nursing Federation and
 Western Hospital (C No. 50167 of 1996)
 WESTERN HOSPITAL (ANF) ENTERPRISE AGREEMENT 1996
 (ODN C No 31999 of 1990) Nurses Health &
 Welfare Services COMMISSIONER HINGLEY MELBOURNE 16
 SEPTEMBER 1996 Certification of single business agreement

PREAMBLE This is an application pursuant to s.170MA of the Industrial Relations Act 1988 (the Act) for certification of an agreement known as the Western Hospital (ANF) Enterprise Agreement 1996. The parties to the agreement are the Australian Nursing Federation and Western Hospital. The application was heard by me in Melbourne on 28 March 1996. On the basis of the Statutory Declarations filed on behalf of the parties and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met. CERTIFICATION OF AGREEMENT In accordance with s.170MC of the Industrial Relations Act 1988, the Commission hereby certifies the attached memorandum of the terms agreed on between the Australian Nursing Federation and Western Hospital in this matter. This agreement shall come into force from 16 February 1996 and shall remain in force until 1 February 1998. BY THE COMMISSIONER: COMMISSIONER 1. Title This agreement shall be known as the Western Hospital (ANF) Enterprise Agreement 1996-98. 2. Arrangement Subject Matter

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18 3. Heads of Agreement This agreement contains the terms of the Industry Framework Agreement reached between the employers identified in Schedule A of that agreement and the Australian Nursing Federation in full settlement of its wage claims served on the employers and referred to the Australian Industrial Relations Commission in Case No. 30470 of 1995 as provided to the Full Bench on 16th February 1996 as Exhibit ANF 12. 4. Parties Bound This agreement shall be

binding on: (a) The Australian Nursing Federation (ANF); and (b) The Western Hospital; and (c) All nurses employed at the Western Hospital whether members of the ANF or not. 5. Purpose of Agreement 5.1 Commitment to quality care - the private sector is committed to the highest quality of care and service. In line with the Australian Council of Healthcare Standards, service delivery is constantly reviewed, to achieve best practice, in provision of patient care. 5.2 The agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration. 5.3 The purpose of the agreement is to achieve a stable industrial relations framework at the enterprise level in order to assist individual enterprises to improve their efficiency, quality of services and business performance. 5.4 The agreement seeks to create an environment whereby enterprises can be encouraged to further invest back into its future growth and development of the hospital which is a critical factor for medium to long term viability. 5.5 The agreement aims at continually improving communication and co-operation at the workplace level between management and staff. The agreement recognises the important contribution of private hospital nurses in ensuring the hospital's future. 5.6 The agreement commits the enterprise and its workforce to achieve best practice standards in all aspects of the operations

of the business. **6. Definitions** Agreement' shall mean the Western Hospital (ANF) Enterprise Agreement 1996-98. Award' shall mean the Nurses (ANF - South Australian Private Sector) Award 1989. Industry Framework Agreement' shall mean the Australian Nursing Federation (Private Sector Hospitals) Enterprise Bargaining Agreement 1996-98 (hereinafter referred to as IFA). **7. Date and Period of Operation** (a) This Agreement is supplementary to the terms of the Australian Nursing Federation (Private Sector Hospitals) Agreement 1996-98, the IFA and the terms of that agreement which have been incorporated. (b) This agreement shall operate from 16 February 1996 until 1 February 1998. (c) The parties agree that discussions shall commence for a new agreement no later than 3 months prior to December 1997. **8. Relationship To Parent Award** This Agreement shall be read and interpreted wholly in conjunction with the Nurses (ANF South Australian Private Sector) Award 1989 or its successor provided that where there is any inconsistency, this Agreement including the provisions of the IFA, will take precedence to the extent of the inconsistency. **9. No Extra Claims** The parties undertake that during the life of this agreement, there shall be no further wage increases sought or granted except for as provided under the terms of this agreement. **10. Wage Increases** 10.1 The following increases are payable in respect to employee rates of pay in addition to the first \$8.00 "safety net" adjustments awarded by the Australian Industrial Relations Commission in accordance with its decision of 21 September 1994 in Print L5300. 10.2 The third safety net adjustment arising from this decision will not be payable as a consequence of the operation of this agreement. 10.3

Column 1	Column 2	Column 3
6%	2%	2%

10.4 The amount specified in Column 1 is payable from the full pay period commencing on or after 16 February 1996 and shall absorb the second \$8.00 safety net adjustment previously awarded by the Australian Industrial Relations Commission. 10.5 The amount specified in Column 2 is payable on and from 1 October 1996. 10.6 The amount specified in Column 3 is payable on and from 1 July 1997. **11. Productivity Gains** 11.1 The parties to this agreement are committed to positively identifying and implementing measures to improving productivity and efficiency at the enterprise level during the life of this agreement. 11.2 It is agreed that individual enterprises will develop and implement productivity and efficiency measures specific to that enterprise. 11.3 Specific measures that an enterprise may consider within a broad agenda include but are not limited to: 11.3.1 The flexible application of current award rostering provisions by agreement at the enterprise level through - (a) mutual agreement between the employer and the employee; and (b) the development of workplace rostering agreements between the employer and the ANF as a part of the enterprise level agreement. 11.3.2 The flexible operation of current award provisions by agreement includes but is not limited to: (a) averaging of hours of work over a 4 week period; (b) varying the period of notice of rosters to shorter period or where the averaging of hours occurs over 4 weeks to 2 weeks notice; (c) commencement times and length of shifts; and (d) utilisation of rostered days off. 11.3.3 It is agreed that the issue of programmed days off be the subject of further discussion after the decision of a Full Bench of the AIRC in the matter of an appeal against a decision of Commissioner O'Shea, in relation to this entitlement. 11.3.4 It is agreed that an employee may agree to take time off in lieu of overtime worked on an hour for hour basis. 11.4 The specific measures as provided in sub-clause will be 11.3 implemented where agreed either as prescribed or negotiated, and varied appropriate to the individual hospital at any agreed time but no later than 3 months from 16 February 1996. 11.5 Matters reserved for further negotiation during the life of this agreement: . Nursing career structures including award definitions; . Multi skilling of staff; . Use of casual staff and the capacity for employees to elect to remain casual employees when their hours of work exceed the maximum set by the award; . Occupational health and safety improvements; . Review of Director of Nursing/Assistant Director of Nursing grading system, rates of pay and associated conditions; . Use of facilitative provisions; . Best practice and continuous improvement processes; and development of performance indicators. **12. Implementing and Monitoring of Agreement** 12.1 Where there is no

consultative mechanism already in place at an enterprise, a consultative committee may be established to implement and monitor the terms of this agreement particularly measures aimed at improving productivity and efficiency at the enterprise level.

12.2 In the event the parties are unable to reach agreement at the enterprise level concerning the implementation of efficiency and productivity measures, the matter may be referred to the Australian Industrial Relations Commission for conciliation.

12.3 Prior to this matter being referred to the Commission, discussions will take place between the hospital, the Australian Nursing Federation South Australian Branch and South Australian Employers Chamber of Commerce and Industry as appropriate.

13. Enterprise Specific Agreement (a) The Western Hospital in establishing this Agreement, has occurred on the basis of consultation with its employees and ANF and consensus reached that this Agreement is appropriate to the requirements of the parties at this facility. (b) Enterprises part of a Parent Corporate Group.

1. While this Enterprise Agreement is specific to the needs of this facility, it is acknowledged it has been established in line with the Western Hospital operating philosophy.

2. In accord with Section 8(b) above it is agreed that while employees are employed at this facility, they are actually employed by the Parent Corporate Group, Western Hospital.

14. Other Workplace Issues For Discussion Possible implementation during the duration of the Agreement. In addition to the matters contained in Clause 11 of this Agreement, the parties have agreed to consideration of the following specific measures at the workplace. These issues to be subject to further consultation and negotiation in accordance with the provisions of Sections 12 and 18 of this Agreement.* Multi skilling of staff* Use of Casual staff and the capacity for employees to elect to remain casual employees when their hours of work exceed the maximum set by the Award. These issues to be subject to further consultation and negotiation in accordance with the provisions of Section 12 and 18 of this Agreement.

15. Mission and Values Individual establishments may insert their own mission statement and set of objectives into their certified agreement.

16. Stability of Conditions

16.1 In return for the benefits obtained under this agreement, the Union, its officers, employees and members undertake to take all practicable steps to ensure that during the term of the agreement that at the enterprise level there are no interruptions by industrial action of any kind.

16.2 Private hospitals will in return ensure the observance of good industrial relations practice which includes the observance of appropriate Industrial Acts and Awards.

17. Avoidance of Industrial Disputes and Grievances

17.1 The parties to this agreement will observe the grievance procedures as prescribed clause 35 of the Award in the event of an industrial dispute or grievance occurring about matters arising under this Agreement at the enterprise level.

17.2 It is the objective of the parties to this agreement that disputes or grievances are resolved by negotiation and discussions at enterprise level.

17.3 Full consultation will occur with employees when it is proposed to make changes to the organisation or changes to the manner in which work is performed.

18. Workplace Negotiations (a) The implementation of the provisions of this Agreement and the IFA will be subject to the establishment of a Workplace Consultative Committee, based on equal representation of the parties. [The determination of final numbers, size of committee etc will be subject to the need of the hospital and its employees] The composition of the Western Hospital is agreed or will be determined as follows: . Management Nominees (including where desired, non Union members); and. Nurses who are ANF members; and it is acknowledged that one of these representatives may not be a member employee of the Western Hospital. (b) The committee shall be provided with administrative support by the Western Hospital. And all ANF nominees shall be given reasonable leave for training to be conducted by the ANF for their role as a committee member. This training will not unreasonably impede the consultation process and in particular implementation of the provisions of Section 11.3. (c) The Committee shall make recommendations which may be considered by the parties bound and shall be subject to the approval of: 1. Western Hospital's delegate on behalf of the hospital; 2. the ANF members at the workplace; (d) Where an existing Enterprise Consultation process has been established, it will be reconstituted consistent with the Terms of the

Agreement.(e) Where agreement cannot be reached, the disputes settlement arrangements contained in Section 17 of this Agreement.19. Capability To Vary Agreement19.1 Subject to the requirements of the Australian Industrial Relations Act1988 an application to vary any of the terms of the agreement can be made under Section 170ML of the Act.19.2 Such application must be in writing and agreed to by the parties. These issues to be subject to consultation in accordance with the provisions of Section 12 and 18 of this Agreement.20. Signatories Removed.*** End of Text ***\$A