

## OPERATIONAL INSTRUCTION

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**Number:** OP 0719/96

**Date:** 9 April 1996

**Supersedes:**

**File No:** 96-00501

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**Subject: THE WESTERN AUSTRALIAN MENTAL HEALTH NURSES' ENTERPRISE  
BARGAINING AGREEMENT 1996. COST VARIATION NUMBER 39-956**

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Please find attached the *Western Australian Mental Health Nurses' Enterprise Bargaining Agreement 1996*, which was ratified in the Australian Industrial Relations Commission on March 13, 1996.

A copy of the order from Commissioner Dight is attached for your information.

Please note that the pay increase of 5% (8% for Level 3s employed pursuant to clause 7) is operative from 1 January 1996.

Any award amendments, such as the changes to shift penalties and sick leave, will be operative from 1 July 1996. Changes for Level 3's, (as per clause 7) are applicable from the date of ratification of the agreement. If you need any further clarification on this point, please contact your Director of Nursing.

As required by the Agreement the Performance Review Team (PRT) met on Tuesday 26 March 1996. Members of the PRT are Mr Grant Johnson (Independent Chairperson), Patricia Tibbet (DON - RPH), Rosemary Hoffman (Co-ordinator, Nursing Services - Graylands), Marea Vidovich (ANF Rep), Pat Mc Gill (HSUA Rep). It is envisaged that the PRT will report within a period of four months.

Mental Health Facilities will be required to set up a Joint Productivity Committee, if one does not already exist. Workshops will be organised for managers to consider various aspects of the Agreement.

The variation in rates is to be costed and advice forwarded to your Health Service General Manager\* on either form D1 Monthly Summary of Salary and Wage Increases, or a similar form to accompany your report for the month of April. If no costs are incurred, a "nil" return must be forwarded.

If there any further questions please contact the Industrial Relations Section on 222 2125.

\* Health Services include Statewide Services, Graylands etc.

Alan Bansemer  
**COMMISSIONER OF HEALTH**

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988  
s.170MA certification of agreement

**Honourable Minister for Health**

and

**Health Services Union of Australia and another**  
(C No. 60167 of 1996)

**THE WESTERN AUSTRALIAN MENTAL HEALTH NURSES' ENTERPRISE  
BARGAINING AGREEMENT 1996**  
(ODN C No. 60176 of 1990)

Nurses

COMMISSIONER DIGHT

Certification of single business agreement



**PREAMBLE**

This is an application for certification pursuant to section 170MA of Industrial Relations Act 1988 (The Act) of an agreement known as the Western Australian Mental Health Nurses Enterprise Agreement 1996.

The parties to the agreement are the Honourable Minister for Health and the Health Services Union of Australia and another.

The application was heard by me in Perth on 5 March 1996. On the basis of the Statutory Declarations filed on behalf of the parties and the submissions made at the hearing, I was satisfied that the relevant requirements of the Act and the Rules were met.

**CERTIFICATION OF AGREEMENT**

In accordance with section 170MC of the Industrial Relations Act 1988, the Commission hereby certifies the attached memorandum of the terms agreed on between the Honourable Minister for Health and the Health Services Union of Australia and another in this matter.

This agreement shall come into force on 13 March 1996 and shall remain in force until 1 August 1997.

BY THE COMMISSION



COMMISSIONER

Appearances:

M Kaempf for Health Department of WA on behalf of the Hon Minister for Health WA  
L McLeod for Health Services Union of Australia  
A Dzieciol for Australian Nursing Federation

Date and place of hearing:

1996.  
Perth;  
March 13.

Printed by Authority by the Commonwealth Government Printer

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1. TITLE

This Agreement shall be known as **The Western Australian Mental Health Nurses' Enterprise Bargaining Agreement 1996** (The Agreement).

2. ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Scope and Parties bound to the Agreement
5. Date and term
6. Relationship to Award
7. Contract of Service
8. Shift Allowance
9. Sick Leave
10. Short Leave
11. Professional Development Leave
12. Family Leave
13. Wages
14. Deduction of Union Dues
15. Dispute Resolution Procedure
16. Employer/Union Joint Productivity Committee
17. No further claims
18. Not to be Used as a Precedent
19. Signatures to the Agreement

3. PURPOSE OF AGREEMENT

- (1) To provide nurses with a 12% pay rise over a twenty month period with the exception of Level 3 nurses as defined in Clause 13(2) - Wages who will receive a 15% pay rise over the twenty month period.
- (2) To develop a spirit of co-operation and conciliation between the parties on the introduction of productivity measures established during the life of the Agreement. The Health Services Union of Australia and the Australian Nursing Federation are committed to the reform process, as outlined in this agreement.

(3) To create a process for mental health facilities to achieve improvements in productivity and efficiency by

- The establishment of a 5 person Performance Review Team to make recommendations within the attached terms of reference (Appendix 1) within four months of establishment of the Performance Review Team.
- The Performance Review Team referred to above shall consist of 1 ANF, 1 HSUA, 2 Employer representatives and 1 person independent of the parties and mutually agreeable to the parties. The parties shall agree to constructively enter discussions, with a commitment to resolve disputes within the Review Team where possible. The Performance Review Team shall meet on a weekly basis, or otherwise on an agreed basis, for 4 months following the first meeting of the Review Team, which shall be no later than one month after certification. The Review Team shall produce a report to be provided to all parties to this agreement at the conclusion of the review. This requirement shall not prevent measures being implemented by agreement by all parties prior to the production of the report. Only recommendations that have the unanimous support of the Review Team shall be immediately acted on. Any disputes relating to matters before the Performance Review Team shall be dealt with in accordance with these commitments and referred to the AIRC if necessary in accordance with Clause 15 - Dispute Resolution Procedure
- The adoption of those recommendations with a view to achieving productivity improvements of 2.5% to 3.5% of nursing labour costs at each Mental Health Facility.
- The development of "Best Practice" initiatives at each Mental Health Facility according to an agreed process by the parties to the Agreement, with a view to realising a productivity improvement of 2% of nursing labour costs.

Nothing in this agreement shall inhibit the introduction of productivity initiatives at any Mental Health Facility in accordance with the award provisions for the introduction of change.

4. SCOPE AND PARTIES BOUND TO THE AGREEMENT

This Agreement shall apply to enrolled and registered mental health nurses employed by Mental Health Facilities in each of employing authorities listed in award who employ persons who are eligible to be members of the Health Services Union of Australia or the Australian Nursing Federation and are employed pursuant to the *Nurses' (WA Mental Health Services) Award 1991*.

The parties to this Agreement are the Minister for Health, the Health Services Union of Australia and the Australian Nursing Federation.

5. DATE AND TERM

This Agreement shall operate from the beginning of the first pay period commencing on or after 1 January, 1996 and remain in force for a period of 20 months.

The parties undertake to commence negotiations to renew the term of the Agreement six months prior to the expiration of the Agreement.

6. RELATIONSHIP TO AWARD

This Agreement shall be read and interpreted in conjunction with the *Nurses' (WA Mental Health Services) Award 1991* provided that where there is inconsistency between this Agreement and the respective Award, this Agreement shall take precedence.

7. CONTRACT OF SERVICE

(1) The parties agree that for level 3 nurses employed under the *Nurses (WA Mental Health Services) Award 1991*, who are not rostered over seven days of the week, that is employees who are not normally contracted to work out of hours or on weekends, the following conditions shall apply:

(i) Non Shift workers shall be employed on a no fixed hours basis, providing that any hours worked in excess of 152 hours per four week cycle shall be granted as time off in lieu. Such time off in lieu shall be taken at 1:1.

- (ii) Time off in lieu (TOIL) shall be taken within an 8 week period of it having accrued. If an employee has been unable to take such TOIL and can provide evidence of having applied for such TOIL, then s/he will receive payment for overtime in accordance with the award at the expiration of the 8 week period. Such authorisation and subsequent payment for overtime shall be in accordance with the approval process adopted by the hospital/health service.
- (iii) Provided that a nurse who works on a no fixed hours basis shall not be rostered on duty or recalled to work a full shift outside the normal spread of hours(that is Monday to Friday 7 am - 6 pm) on more than eight occasions per year, and in the instance that this occurs, any shifts in excess of the stated eight shall attract the appropriate penalty rate

## 8. SHIFT ALLOWANCE

- 1. (i) Subject to 8(1)(iii) an employee (other than a registered nurse Level 3 (as defined in Clause 7 - Contract of Service)), who works his/her normal hours of duty between 5.00pm and 7.00am shall be paid a shift allowance of 15% for the actual hours worked during this period,
- (ii) Where a shift concludes after 7.00 a.m but no later than 8.00 a.m the 15% penalty shall apply for all hours worked.
- (iii) Where a roster is changed that reduces the take home pay of an employee, the employee shall be paid on the basis of the new roster but shall not be paid less than the amount calculated by applying the following formula:

$$A \times (1 + B) \times C$$

where:

- A = the ordinary rate of pay of the relevant classification at the date of certification of the agreement
- B= 0.11
- C = the relevant penalty payment calculated over a six month period and is determined by applying the new roster times to the penalty rate provisions in Clause 24 - Penalty Rates of the award

- (iv) In the implementation of such arrangements, the aim is to avoid :
  - (a) Roster patterns inconsistent with the promotion of secure, meaningful and appropriate employment and the adverse affects of the casualisation of the industry; and
  - (b) The use of roster changes as a vehicle to impose financial disadvantage on employees,
- 2. No other shift allowance is applicable other than that prescribed in subclause (1) during the period Monday to Friday.
- 3. (i) An employee (other than a registered nurse at Level 3 (as defined in Clause 7 - Contract of Service )), rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading of 50% on actual hours worked during this period.
- (ii) An employee (other than a registered nurse at Level 3 (as defined in Clause 7 - Contract of Service)), rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday shall be paid a loading of 75% on actual hours worked during this period.

The rates prescribed in this subclause shall be in substitution for and not cumulative on the rates prescribed in subclause (1) of this Clause.

## 9. SICK LEAVE

- 1. When an employee is on paid sick leave, other than that when on leave for 5 consecutive days or more, the employee shall be paid at ordinary rates of pay irrespective of the shift penalty that would apply to the employee if rostered to work. Where on leave for 5 consecutive days or more the employee shall be paid shift penalties for all leave in accordance with Clause 15- Sick Leave, of the award.
- 2. (i) The parties are committed to a reduction of sick leave incidence within Mental Health Facilities by 5% over the life of the agreement.
- (ii) The reduction will be based on sick leave incidence averaged over the past two years.



## 10. SHORT LEAVE

1. The employer shall upon sufficient cause being shown, grant an employee leave of absence on full pay for up to two days and leave of absence on ordinary pay without shift penalties for up to a further two days in any calendar year. The purpose of this leave is to provide for absences for up to two days for study and bereavement. Two days of this leave may also be taken for unplanned emergencies providing there is no replacement costs to the employer.
2. This leave shall not include absences from the workplace to care for ill family members which is provided for elsewhere in this Agreement.
3. Short leave is not cumulative from year to year.

## 11. PROFESSIONAL DEVELOPMENT LEAVE

- (1) Nurses who elect to undertake further professional or personal development may elect to receive 80% of the wage prescribed in Clause 13 - Wages over a period of four years, thus ensuring an income (80%) during the year they undertake either professional or personal development.
- (2) In the event that the four years are not completed by the employee, due to resignation or death, the accrued wages will be paid out at the rate accrued.

## 12. FAMILY LEAVE

- (1) As per the amended Clause in the *Nurses' (Mental Health Services) Award 1991*.
- (2) Provided that family leave may be deducted from any accrued sick leave entitlement, up to the date of this agreement and up to a maximum of five days of an employee's annual sick leave entitlement accruing after the date of this agreement.

13. **WAGES**

1. **In return for the full implementation of the commitments in Clause 3(3),** the rates of pay for the period of this Agreement, for Enrolled Nurses, Levels 1, 2 & 3 registered nurses other than those specified in subclause (2) of this Clause shall be in accordance with the following:

- Column A            A 5% wage increase payable from 1st January 1996.
- Column B            A further 5% wage increase payable from 1 July 1996.
- Column C            A further and final 2% wage increase payable from 1 January 1997.

			COLUMN A.	COLUMN B.	COLUMN C.
(i)	Enrolled Nurse				
		1	467.40	490.70	500.50
		2	477.30	501.20	511.20
		3	487.20	511.60	521.80
		4	497.10	521.90	532.40
		5	506.90	532.30	542.90
(ii)	Level 1	1	512.00	537.60	548.30
		2	536.70	563.50	574.80
		3	561.40	589.50	601.30
		4	586.20	615.50	627.80
		5	611.00	641.50	654.40
		6	635.80	667.60	680.90
		7	660.40	693.50	707.30
		8	685.20	719.50	733.90
(iii)	Level 2	1	710.00	745.50	760.40
		2	726.50	762.80	778.10
		3	743.00	780.10	795.70
		4	759.50	797.40	813.40
(iv)	Level 3	1	790.40	830.00	846.60
		2	809.00	849.50	866.50
		3	827.60	869.00	886.40
		4	846.20	888.50	906.30

2. **In return for the full implementation of the commitments in Clause 3(3),** the rates of pay for the period of the Agreement for Level 3 nurses who are employed on a "no fixed hours" basis as prescribed in Clause 7 - Contract of Service, shall be paid in accordance with the following:

- Column A            A 8% wage increase on the Agreement from January 1 1996.
- Column B            A further 5% wage increase payable from 1 July 1996.
- Column C            A further and final 2% wage increase payable from 1 January 1997.

	COLUMN A.	COLUMN B.	COLUMN C.
1	813.00	853.70	870.70
2	832.10	873.70	891.20
3	851.30	893.80	911.70
4	870.40	913.90	932.20

- 3. In the interests of consistency in relation to entry level requirements in the WA Health Industry, the status quo shall be maintained in relation to entry levels of Registered Nurse Level 1 until there is a change in such requirements for level 1 nurses in the General WA Health system. Any such changes shall be reflected in the Mental Health area.
- 4. The Third Arbitrated Safety Net Adjustments shall be absorbed into the above wage rates as will any other wage increases payable through the life of the Agreement.

**14. DEDUCTION OF UNION DUES**

An administrative charge of 1% of the total amount of union dues collected will be levied on the Health Services Union for the collection and transfer of these funds to the union account.

## 15. DISPUTE RESOLUTION PROCEDURE

- (1) The following procedure for settling disputes and grievances will be followed by the parties :
  - (i) The matter shall first be discussed by the employee or Shop Steward with his/her supervisor.
  - (ii) If not settled, the matter shall be discussed between a union representative and the Head of Department.
  - (iii) If not settled, the entire dispute shall be documented and referred for further discussions between the Union Secretary or other appropriate official of the union, and the appropriate representative of the Mental Health Facility.
  - (iv) If the matter is not settled within ten working days, it shall be submitted to the Australian Industrial Relations Commission by either party at any time for a final decision.
  - (v) Throughout the above procedures, work shall continue normally on the understanding that there is to be no variations to work practices until the dispute is resolved.
  - (vi) It is understood that reasonable time be given for each of stages (i) to (v) to be finalised.

## 16. EMPLOYER/UNION JOINT PRODUCTIVITY COMMITTEE

- (1) The parties have agreed to form a Joint Productivity Committee at each hospital (*dependent on size of hospital*) comprising representatives from the relevant unions and employer.
- (2) The Joint Productivity Committee is charged with the task of :
  - (i) implementing the recommendations of the Performance Review Team which are appropriate to a particular Mental Health Facility and
  - (ii) implementing "best practice" methods in all areas of the Mental Health Facility.
  - (iii) reviewing the implementation of improvements identified in (i) above;

- (iv) communicating to the employees all aspects of any changes;
  - (v) performing any other function:
    - (a) conferred on the Committee by this Agreement; or
    - (b) as determined by agreement between the parties.
  - (vi) achieving a 2.5%-3.5% productivity improvement of nursing labour costs at each Mental Health Facility.
- (3) The Joint Productivity Committee shall meet at the times and in the manner decided upon by the Committee from time to time, but at least monthly.
  - (4) A quorum shall be 1 HSUA, 1 ANF and 2 Employer Representatives
  - (5) The Employee Representatives are nominated by the relevant unions.
  - (6) The Employer Representative is as appointed by the Employer from time to time.
  - (7) Minutes will be taken of each Joint Productivity Committee meeting, and copies will be made available to any employee on request. Minutes shall be forwarded in a timely manner to the WA state Branch of the HSUA, the ANF and the Health Department of WA. A summary of each meeting will be included in a regular newsletter to be distributed to all Employees.
  - (8) Any dispute arising out of the operation of this Clause shall be dealt with in accordance with Clause 15 - Dispute Resolution Procedure of this agreement.

## 17. NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims, with respect to wages and working conditions covered by the Agreement during the life of the Agreement.

18. NOT TO BE USED AS A PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as an example or precedent for other agreements.

19. SIGNATURES TO THE AGREEMENT

Rami Proulx

12 Mar '96

Minister for Health

Date

Bob Elliott

8/3/96

National Secretary  
On behalf of the Health Services Union  
of Australia

Date

Lucy Uren

12/3/96

National Secretary  
On behalf of the Australian Nursing  
Federation

Date

### Terms of Reference

The parties have agreed to review work practices and organisation with a view to achieving a 2.5 - 3.5 % productivity outcome

The Review Team will establish performance indicators in order to provide agreed measures and benchmarks for productivity in the areas specifically identified for attention. Consideration of the criteria on which performance indicators are to be based will focus on quantity and cost per unit output and also on quality and effectiveness of health service delivery.

In undertaking this review the parties will on a co-operative basis, specifically examine and make recommendations for the following areas of concern:

- the nursing labour force issues confronting mental health services
- workplace and management practices which have an impact on
  - \* recruitment and retention of mental health nurses ; and
  - \* rostering models
- examination of staffing mix and levels within the mental health services
- level of sick leave
- level of overtime; and
- OHS issues associated with the proposal

In undertaking this review, the Review Team will examine the following:

- \* impact of gender and skills mix ratio
- \* employment categories
- \* management and reporting structures

with a view to appropriateness of same and the identification for change which would result in positive outcomes as measured against the performance indicators referred to above

The Review Team will report back to the Joint Productivity Committees within four months after its first meeting which shall take place within one month of the date of certification of the agreement.