

Model Pilot Agreement for Midwifery Caseload Practice Annualised Salary Agreement

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Functional Sub group Personnel/Workforce - Industrial and Employee Relations

Summary The Department of Health and NSW Nurses' Association have agreed on a model midwifery caseload practice annualised salary agreement.

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Applies to Area Health Services/Chief Executive Governed Statutory Health Corporation, Board Governed Statutory Health Corporations, Affiliated Health Organisations - Non Declared, Affiliated Health Organisations - Declared, Public Health System Support Division, Public Hospitals

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MODEL PILOT AGREEMENT FOR MIDWIFERY CASELOAD PRACTICE ANNUALISED SALARY AGREEMENT

On 21 December 2007, the NSW Nurses Association and the Department of Health reached agreement on a model midwifery caseload practice annualised salary arrangement. A copy of this agreement is attached. You will note that the agreement between the NSW Nurses Association and the Department is the first page of this document, with the model pilot agreement at Schedule 1.

The agreement has been made in accordance with Clause 5 Pilot Roster Projects of the *Public Health System Nurses' and Midwives' (State) Award*. All future and renewed agreements for Midwifery Caseload Practices at each facility must comply with the model agreement and be approved by the Area Health Service Chief Executive and the NSW Nurses' Association.

While the model agreement is suitable for application to the majority of Caseload Midwifery Practices, variations may occasionally need to be made to accommodate local circumstances. Variation from the model can only be made with the agreement of both the Department and the Association.

Although this is an annualised salary arrangement, it should be noted that precise records of all working hours and on call arrangements must be kept in accordance with Clause 6 Debit and Credit System. Apart from the usual administrative and occupational health and safety purposes of such records, they will also be required when the pilot agreement is reviewed.

An electronic copy of this Information Bulletin can be found at <http://www.health.nsw.gov.au/policies/ib>. An electronic copy of the model agreement can also be obtained from <http://www.health.nsw.gov.au/nursing>.

Enquiries

Any enquiries concerning this Information Bulletin should be directed to the relevant human resources personnel in Area Health Services. Only human resource personnel from Area Health Services are to contact the Department.

Professor Debora Picone AM
Director-General

MODEL PILOT AGREEMENT FOR MIDWIFERY CASELOAD PRACTICE ANNUALISED SALARY AGREEMENT

1. Introduction

- a. This agreement is made in accordance with Clause 5 Pilot Roster Projects of the Public Health System Nurses' and Midwives' (State) Award.
- b. The purpose of this agreement is to provide a model agreement for use in Midwifery Case Load Practice in Public Health Organisations.

2. Parties to the Agreement

- a. The parties to the agreement are the New South Wales Nurses' Association (the Association) and the Department of Health (the Department).

3. Model Agreement

- a. The model agreement is contained in schedule 1 of this agreement.
- b. The parties acknowledge that while the model agreement is suitable for application to the majority of Caseload Midwifery Practices variations may occasionally need to be made to accommodate local circumstances. Variation from this agreement in any individual model of care can only occur with the agreement of both the Department and the Association.
- c. Existing agreements for midwifery caseload pilot projects that were entered into prior to this agreement between the NSW Nurses Association and the NSW Department of Health will remain in place for the life of those agreements. However when the terms of those individual agreements expire, any future agreements will comply with the model agreement at schedule 1 or the provisions of 3b above.

4. Review of Model Agreement

- a. The parties will review this model agreement 2 years after it comes into effect. This will include monitoring of hours worked and hours on call and possible variation to the percentage loading for the annualised salary.
- b. The model agreement may also be reviewed following a written request by either party.

5. Signature of Parties to the Agreement

Signed and dated this 21st Day of December 2007.

Brett Holmes

For the New South Wales
Nurses' Association

J. Craft

TREVOR CRAFT
For the New South Wales
Department of Health

(Insert name of facility)
MIDWIFERY CASELOAD PRACTICE
ANNUALISED SALARY PILOT AGREEMENT

1. Introduction

- a. The **(insert name of midwifery caseload practice)** agreement is based upon the model agreement made between the NSW Nurses Association and the NSW Department of Health in accordance with Clause 5, Pilot Roster Projects of the Public Health System Nurses' and Midwives' (State) Award (the 'Award'). The parties to this agreement confirm that variation to the model agreement has been agreed to by the Association and Department prior to the signing of the agreement.
- b. This agreement shall operate for a period of two (2) years from the date of signing of the agreement.
- c. Either party may terminate this agreement with two (2) months notice if it is demonstrated that the caseload model is no longer sustainable (eg inability to recruit sufficient numbers of midwives to the model).
- d. Should the Association and Department vary the provisions of the pro forma model agreement, such varied provisions will flow into this customised agreement. Any exception to this subclause will only occur with the agreement of the Association and the Department.

2. Participation of Midwives

- a. Caseload practices can only be established where there is agreement with the relevant midwives. Individual midwives can only participate in the caseload practice by agreement. Midwives shall be able to transfer from the caseload practice by giving 4 weeks notice. Such notice may be reduced or waived should there be issues of pressing domestic necessity. Where a midwife is terminating employment the applicable award two (2) weeks notice provisions shall apply.
- b. Each midwife participating in the caseload practice will be provided with a copy of this agreement.

3. Caseload

- a. The caseload in each practice will be initially determined by agreement between the employer and the relevant midwives having regard to the design of the model of care of the practice and the complexity of care required by the women in the practice. The caseload midwives shall be subject to the provisions of Clause 53,

Reasonable Workloads for Nurses, of the Public Health System
Nurses' and Midwives' (State) Award.

- b. The caseload of all midwives will be reviewed at least every 3 months having regard to the complexity of care required for the women assigned to the midwives and the recorded debit or credit of hours worked.
- c. This review will ensure that there are reasonable workloads for individuals in the practice.
- d. Should the Department and Association agree on a system of evidence based guidelines or workload assessment tool, then such system will be relied upon to determine caseloads.

4. Rates of Pay

- a. The rate of pay will be determined in accordance with Clause 3 Definitions and Clause 9, Salaries of the Award. Midwives employed full time shall be paid for 76 hours in each pay fortnight. Midwives employed on a part time shall be paid for the contracted hours of work in each pay fortnight.
- b. In addition to the base rate, a 29% loading is payable in lieu of payments in the Award for work on afternoon and night shifts, weekends, public holidays, on call, annual leave loading and uniform and laundry allowances. The Award provisions overridden by this agreement are prescribed in Clause 9 of this agreement.
- c. With the exception of long service leave and maternity leave, leave will be paid at the 29% loaded rate
- d. Midwives employed on a part time basis are to be paid the 29% loading on their hours of work in the midwifery caseload practice.
- e. Part time employees who work shifts in areas other than the midwifery caseload practice are to be paid for such shifts in accordance with the standard Award provisions.
- f. Casual employees are not included in this agreement.
- g. With the prior agreement with the Association, Midwifery Unit Managers may be allocated a part time caseload and in such circumstances will be paid the 29% loading based on the proportionate caseload eg 0.25 caseload will give rise to 25% of hours being paid at the 29% loaded rate. Payment for the remainder of the time, and leave, will be in accordance with subclause (e) of this clause. Payment for annual, sick, carers' and family and community services leave will be reconciled annually by the employer to address any under/over payments that have occurred. Midwifery Unit Managers can only undertake a part time caseload where they can continue to perform their usual managerial duties.

5. Hours of Work

- a. The ordinary hours of work shall be 152 hours to be balanced over a 4 week roster cycle.. The hours worked are the sum of hours worked in rostered shifts, periods when the midwife is recalled to duty, and time spent on telephone calls as described in subclause (e) below.
- b. Midwives shall have a minimum of 9 and a maximum of 12 rostered days off call in the 4 week roster period.
- c. In general, no midwife shall be required to work in excess of 12 consecutive hours in any 24 hour period. However, in any particular circumstance, the midwife and the midwifery manager can decide that the midwife should be relieved after a period less than 12 hours. A second midwife will provide care should this be necessary.
- d. The meal and teas breaks prescribed by the Award will be taken at the professional discretion and convenience of the midwife in co-operation with other midwives on duty.
- e. The roster, including time rostered on call, will be displayed in the usual manner in accordance with Clause 8, Rosters of the Award.
- f. Where a midwife provides telephone advice to a woman during an on call period, each such incident shall count as 20 minutes time worked.
- g. All forms of leave will be debited from the midwife's entitlement at the rate of 8 hours per day or part thereof. Hours will be credited to the midwife's diary record of hours in the same way.

6. Debit and Credit System

- a. A timesheet will be kept by each midwife as a precise record of all working hours. A three monthly review of these records will be undertaken with the Midwifery Unit Manager. The timesheet will be provided to the Midwifery Unit Manager on a weekly basis and these will be kept for 6 years by the employer. The timesheet will include:
 - i. Commencing and finishing times of hours worked,
 - ii. Periods on call, and
 - iii. Reason for recall.
- b. The ordinary hours of 152 per 4 week cycle shall be balanced by a debit and credit system which will record hours worked over or under 8 hours per day and any hours worked in excess of ordinary rostered hours.
- c. Under this debit and credit system, hours are reconciled and time in lieu is calculated based on ordinary time only.

- d. The midwife will liaise with the Midwifery Unit Manager any concerns about the debit or credit becoming excessive and the parties will work to resolve these issues together. Strategies will be put into place to reduce the debit or credit based on ordinary hours of 152 per 4 week roster cycle. As a guide, 40 hours debit or credit would be considered excessive in a 4 week period.
- e. When a midwife resigns their employment or exits the pilot project the debit and credit hours will be calculated. With advance notice, the parties will work to facilitate a zero debit/credit balance.
- f. Where a zero debit/credit balance cannot be achieved, then the following provisions apply:
 - i. If the midwife is transferring to other employment within the Area Health Service, any credit hours shall be transferred as time in lieu credit. Any debit hours in this circumstance will be transferred to allow the midwife to achieve a debit/credit balance by working additional hours over a period agreed between the midwife and the Area Health Service.
 - ii. If the midwife is transferring to employment in another Division of the NSW Health Service (eg another Area Health Service), the midwife's last pay before transfer shall be adjusted by the debit or credit hours at the ordinary pilot rate of pay (including the 29% loading).
 - iii. If employment is being terminated, the midwife's termination pay shall be adjusted by the debit or credit hours at the ordinary pilot rate of pay (including the 29% loading).
 - iv. Where a midwife resigns from employment on the grounds of pressing domestic necessity in circumstances that would make reducing the debit hours onerous, consideration will be given to waiving a portion or all of the debit hours. The Area Health Service shall take into account the total of debit hours and the personal circumstances of the midwife.

7. Annual Leave

- a. In accordance with clause 30 of the Award, midwives working on a 7day basis are entitled to 6 weeks annual leave. Part time midwives working in the caseload practice are entitled to pro rata 6 weeks annual leave.
- b. Full time midwives will be granted the 5 additional days in accordance with clause 30 (xi) of the Award. Part time midwives will have the additional leave granted on a pro rata basis.
- c. Annual leave will be debited from the midwife's entitlement as prescribed in clause 5(g) of this agreement.

- d. Annual leave payments for midwives working part time in a caseload practice and part time outside the caseload practice are prescribed in clauses 4(e) of this agreement.

8. Travel

- a. In the absence of an Area Health Service vehicle, midwives required to use their private motor vehicle in the performance of their duties shall be eligible for payment at the official business rate as provided in Departmental Policy Directive 2005_ 403 as revised from time to time.

9. Award Clauses Overridden by this Agreement

- a. This agreement overrides the Award to the extent detailed in the above agreement provisions. The following Award clauses are so affected:
- i. Clause 4 Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
 - ii. Clause 12 Special Allowances
 - iii. Clause 15 Penalty Rates for Shift Work and Weekend
 - iv. Clause 21 Car Allowance
 - v. Clause 25 Overtime
 - vi. Clause 29 Part Time, Casual and Temporary Employees
 - vii. Clause 23 Uniform and Laundry

10. Signature of Parties to the Agreement

Signed and dated this _____ Day of _____ 20__.

For the New South Wales
Nurses' Association

For the CE of the
Area Health Service