PILOT ANNUALISED SALARY AGREEMENT FOR MURRUMBIDGEE LOCAL HEALTH DISTRICT MIDWIFERY GROUP PRACTICES

1. Introduction

a) The Pilot Annualised Salary Agreement for Murrumbidgee Local Health District Midwifery Group Practices is based on the Model Agreement made between the NSW Nurses and Midwives' Association ('the Association') and the NSW Ministry of Health ('the Ministry') 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 any variation in this Agreement to the Model Agreement has been agreed to by the Association and Ministry prior to the signing of the Agreement.

b) The group midwifery practices operating out of the Local Health District facilities under this Agreement are listed in Schedule A. Either party may remove a practice from this Schedule by providing two months' notice if it is demonstrated that the group practice model is no longer sustainable (e.g. inability to recruit sufficient number of midwives to the model). A practice may be added to the Schedule with the agreement of both parties.

c) This Agreement shall operate for a period of three years from the date of signing but will cease if there is no practice listed in Schedule A by operation of Clause 1(b) above, or by operation of Clause 1(d).

d) Either party may terminate this agreement with two months' notice if it is demonstrated that the group practice model is no longer sustainable (e.g. inability to recruit sufficient numbers of midwives to the model).

e) Should the Association and Ministry vary the provisions of the pro forma Model Agreement, such varied provisions will apply to this Agreement. Any exception to this subclause will only occur with the agreement of the Association and the Ministry.

2. Participation of Midwives

a) Group midwifery practices can only be established where there is agreement with the relevant midwives. Individual midwives can only participate in the practice by agreement. Midwives shall be able to transfer from the midwifery group practice by giving four weeks' notice. Such notice may be reduced or waived should there be issues of pressing domestic necessity, or by agreement. Where a midwife is terminating employment the two weeks' notice provisions of the Award shall apply.

b) Each midwife participating in the group practice will be provided with a copy of this Agreement.

3. Caseload

a) Midwifery Group Practice (MGP) (also known as caseload midwifery) describes a model where women receive midwifery care from the same midwife or small group of midwives throughout their pregnancy, birth and postnatal period. The midwives, working together, are available over a 24 hour period and each have an agreed number of women per year (caseload) for whom they provide the majority of care with the backup support of the other midwives (refer to *NSW Health Midwifery Continuity of Carer Toolkit, 2012*).

b) The number of midwives that form an MGP is not prescribed by this Agreement.

c) Birthrate Plus® has been adopted as the tool to be used in NSW to assess the workforce needed in maternity services, where the service is of sufficient size.

d) 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, to ensure that there are reasonable workloads for midwives in the practice.

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 basis 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 group practice.

e) Midwives who work shifts in an assignment other than the Midwifery Group Practice are to be paid for such shifts in accordance with the Award provisions relevant to that assignment.
   (i) A full time midwife will receive overtime rates for any midwifery or nursing work performed outside the Midwifery Group Practice in addition to their full time commitments.

(ii) A part time midwife will receive overtime rates for:
   (1) total hours worked in excess of 38 hours in that week (having regard to the total work performed for the Midwifery Group Practice and the other assignment); and
   (2) hours worked on a single shift in the other assignment that are in excess of the ordinary rostered hours of a full time employee working in the same area.

Where the other assignment is as a Nurse/Midwife Manager classified at Grade 4 or above, there will be no entitlement to overtime for hours worked in that assignment unless the conditions described in subclauses (xi)(a) through to (c) of Clause 25 of the Award are met.

f) Casual employees are not included in this agreement; and, per Subclause 4A(v)(i) of the Award, full or part time midwives engaged in a midwifery group practice cannot be engaged on a second or further assignment as a casual employee under the Award.

g) With the prior agreement of 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 (e.g. 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 the standard Award provisions for Midwifery Unit Managers. 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 four 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.

b) Where a midwife provides telephone advice to a woman during an on call period, each such incident shall count as 20 minutes time worked.

c) Full time midwives shall have a minimum of nine and a maximum of 12 rostered days off call in the four week roster period.

d) Part time midwives shall have a proportionate number of days rostered on call in a four week roster period, calculated on the pro rata basis of their contracted hours of work to 38 hours per week, rounded to the nearest full day.

e) Midwives are not entitled to an additional day off ('ADO') as provided by subclause 4(iii) of the Award. (See also Clause 9 of this Agreement.)

f) 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.

g) This agreement does not prescribe minimum breaks between hours worked. However, Local Health Districts are required to have proper regard to employee health and safety in accordance with workplace health and safety legislation and relevant NSW Health policy directives. Midwives are expected to use their best professional judgement in relation to hours of work, having regard to professional standards of care and fatigue management and, in the first instance, should raise any concerns with their direct manager as soon as practicable.

h) The meal and tea 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.

i) The roster, including time rostered on call, will be displayed in the usual manner in accordance with Clause 8, Rosters, of the Award.

j) All forms of leave will be debited from the midwife's entitlement at the rate of eight 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 fortnightly basis (subject to Local Health District requirements) and these will be kept for six 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 four week cycle shall be balanced by a debit and credit system which will record hours worked over or under eight 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 four week roster cycle. As a guide, 40 hours debit or credit would be considered excessive in a four 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 Local Health District, 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 Local Health District.

ii. If the midwife is transferring to employment in another NSW Health entity (e.g. Local Health District or Specialty Network), 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 Local Health District 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 seven day basis are entitled to six weeks annual leave. Part time midwives working in the group practice are entitled to pro rata six weeks annual leave.

b) Full time midwives will be granted the five additional days in accordance with subclause 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(j) of this agreement.

d) Annual leave payments for midwives working multiple assignments in the same Public Health Organisation where at least one assignment is in a midwifery group practice will be at the rate as prescribed in clause 4(c) of this agreement (i.e. at the 29% loaded rate).

8. Travel

a) In the absence of a Local Health District 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 Ministry Policy Directive *PD2009_ 016 Travel – Official*, 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 4A Multiple Assignments subclauses (v)(c) 1 and 2; (d); (e); (f); (i)and (o)
iii. Clause 12 Special Allowances
iv. Clause 15 Penalty Rates for Shift Work and Weekend
v. Clause 21 Car Allowance
vi. Clause 23 Uniform and Laundry Allowances
vii. Clause 25 Overtime
viii. Clause 29 Part Time, Casual and Temporary Employees

Otherwise, the Award applies.

10. Signature of Parties to the Agreement

This Agreement was made on the last date below:

Brett Holmes Date: 2/3/16
General Secretary
New South Wales Nurses and Midwives' Association

Date: 22-02-16
Chief Executive
Murrumbidgee Local Health District

Schedule A: Midwifery Group Practices to be covered by this Agreement.

The Midwifery Group Practices of the Murrumbidgee Local Health District which are covered by this Agreement are listed below:

Collaborative Midwifery Group Practice (Deniliquin)

This Schedule to the Pilot Model Annualised Salary Agreement for Murrumbidgee Local Health District Midwifery Group Practices was made on the last date below and replaces all previous versions of this Schedule.

Brett Holmes Date: 2/3/16

General Secretary
New South Wales Nurses and Midwives' Association

Date: 22-2-16

Chief Executive
Murrumbidgee Local Health District