

TASMANIAN INDUSTRIAL COMMISSION

Tasmanian Industrial Commission

Industrial Relations Act 1984

Part IV, Section 55: Industrial Agreement

Australian Nursing Federation, Tasmanian Branch

And

Health Services Union of Australia Tasmania No.1 Branch

And

The Minister administering the State Service Act 2000

MIDWIFERY GROUP PRACTICE AT MERSEY COMMUNITY HOSPITAL AGREEMENT

Nurses

Health Services



Table of Contents

1	TITLE	3
2	PARTIES TO THE AGREEMENT	3
3	APPLICATION OF AGREEMENT	3
4	PERIOD OF OPERATION	3
5	RELATIONSHIP TO RELEVANT AWARD/ AGREEMENT	3
6	PRESERVATION OF ENTITLEMENTS	3
7	DEFINITIONS	3
8	THE MODEL OF CARE	3
9	CASELOAD	4
10	SALARY	4
11	HOURS OF WORK	4
12	PATTERNS OF WORK	4
13	ANNUAL LEAVE ENTITLEMENT	5
14	EXCESS HOURS	5
15	PROFESSIONAL DEVELOPMENT	5
16	MIDWIVES NOT IN THE MODEL	5
17	REVIEW AND RE-NEGOTIATION OF AGREEMENT	5
18	NO EXTRA CLAIMS	6
	SIGNATORIES	7



1 TITLE

This Agreement is titled Midwifery Group Practice at Mersey Community Hospital Agreement

2 PARTIES TO THE AGREEMENT

This Agreement is between the Minister administering the State Service Act 2000 and the Australian Nursing Federation (Tasmanian Branch), and the Health Services Union of Australia Tasmania No 1 Branch

3 APPLICATION OF AGREEMENT

This Agreement is made in respect of employees engaged as Caseload Midwives at the Mersey Community Hospital by the Department of Health and Human Services.

4 PERIOD OF OPERATION

This Agreement is to operate *from FPP, 9 December 2010.* for ~~1 October 2010~~ and will have a nominal expiry date of 30 September 2011.

5 RELATIONSHIP TO RELEVANT AWARD/ AGREEMENT

In the event of any inconsistency this Agreement is to be read to prevail over the Nurses (Tasmanian Public Sector) Award, the Nurses (Tasmanian Public Sector) Enterprise Agreement 2007 and any relevant replacement award or agreement.

6 PRESERVATION OF ENTITLEMENTS

This Agreement is not to operate to reduce any entitlement received by a midwife prior to the registration of this Agreement.

7 DEFINITIONS

'Group Practice' is a small group of midwives with a focus on a continuity of care approach and who provide antenatal, intrapartum and postnatal care both in the hospital and the community.

'Caseload Midwife' is a midwife who participates in a midwifery group practice model of care.

8 THE MODEL OF CARE

- a. The model arrangements must include appropriate backup and support by other midwives at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives who do not work in the model). For example, the arrangements should include suitable provisions consistent with the operation of the model to provide backup support and relief for circumstances such as meal breaks, emergency assistance, birthing assistance etc.
- b. The model allows for both Level 1 and Level 2 midwives but acknowledges that caseload midwives demonstrate the additional skill sets required to work within the model.



9 CASELOAD

- a. A full-time midwife is allocated the full care of a caseload of 40 booked clients/patients during the course of any full calendar or financial year. This caseload will equate to a midwife working a 38 hour week, i.e., a full-time midwife under the Nurses (Tasmanian Public Sector) Award.
- b. Part time midwives will have a caseload allocation on a proportional basis.

10 SALARY

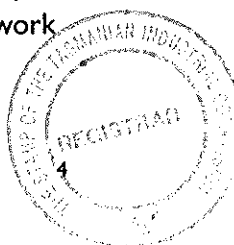
- a. Midwives working in the group practice model will be paid an annualised salary in recognition of flexible patterns of work to provide continuity of care. The annualised salary will be calculated on the midwives' base salary with an additional all purpose loading of 30%, which is in recognition of full compensation for ordinary hours worked and the following:
 - i. Shift penalties (including; afternoon, night, Saturday, Sunday and public holiday shifts)
 - ii. on call arrangements (close call, remote call and call back)
 - iii. overtime (except as provided for in clause 12 – Excess Hours)
 - iv. annual leave loading on five weeks annual leave
- b. midwives working in the group practice model will be paid an additional 5 days leave in recognition of patterns of work (includes 30% loading)

11 HOURS OF WORK

- a. The ordinary hours of work for a Caseload Midwife are to be 152 in a four week period to be worked within an the agreed range of hours of between a minimum of 142 hours and a maximum of 162 hours per four week period.
- b. The hours of work will be averaged over a twelve week cycle with the aim to work a total of 456 hours over the period.
- c. Payment will be made as a 76 hour fortnight (pro-rata for part time employees).

12 PATTERNS OF WORK

- a. Midwives are to work with sufficient flexibility to meet client need in accordance with the Agreement.
- b. A midwife will not be required to work for a period of longer than 8 hours and can chose to hand over care of their clients/patients at that time. However midwives have the discretion to work up to, but no longer than, 12 hours to meet the needs of their clients/patients.
- c. A period of at least 8 continuous hours within a 24 hour period will be free of duty except in exceptional circumstances where the midwife is required to return to work to care for birthing clients/patients.



- d. The midwife will not be permitted to work for more than 8 days in succession.
- e. Each midwife will have an average of four days off duty per fortnight, with at least two consecutive days off and free of planned work and on-call arrangements.

13 ANNUAL LEAVE ENTITLEMENT

- a. Midwives in the Group Practice will be entitled to 5 weeks Annual Leave in accordance with the provisions of Part VI – Leave and Holidays with Pay, Clause I Annual Leave (ii) Shift Workers of the Nurses (Tasmanian Public Sector) Award 2005.
- b. Midwives will receive their all purpose loading of 30% for all annual leave taken.

14 EXCESS HOURS

- a. The hours of work will be averaged over a twelve week cycle. The first 30 hours worked in excess of 456 hours in the twelve week cycle will be taken as time off in lieu (TOIL). Hours worked in excess of 486 hours will be paid at an overtime rate of double time.
- b. TOIL of such excess hours worked, is to be taken at the convenience of the Caseload Midwife and the Employer, within 12 months of the time of being accrued.
- c. TOIL not taken within 12 months will be paid at an overtime rate of time and one half for the first two hours and double time thereafter, unless another time to take accrued TOIL is agreed between the employee and relevant manager and is satisfactorily documented.
- d. Where a midwife works above or below the agreed range of hours per month (proposed 142- 162 hours per month), the manager/ Team Leader shall review the midwife's hours of work to ensure their future hours of work do not fall above or below the maximum or minimum hours.

15 PROFESSIONAL DEVELOPMENT

Each Caseload Midwife will be allocated a further 2 days of professional development leave per year above the entitlements contained in the Nurses (Tasmanian Public Sector) Enterprise Agreement 2007. This is to support activities that include agreed credentialing requirements during the period of operation of the Agreement.

16 MIDWIVES NOT IN THE MODEL

- a. Participation in the model is voluntary. Subject to operational requirements, midwives shall be able to elect to participate or cease participating in the model provided adequate notice is provided.

17 REVIEW AND RE-NEGOTIATION OF AGREEMENT

The Parties are to review the operation of this Agreement no later than three, six and nine calendar months from the date of its registration and commit to commence negotiations on a replacement agreement no later than three months from its nominal expiry date.



18 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF:
Australian Nursing Federation (Tasmanian Branch)

_____ (SIGNED) DATE: 26/11/10

SIGNED FOR AND ON BEHALF OF:
Health Services Union Tasmania No 1 Branch

_____ (SIGNED) DATE: 29/11/10

SIGNED FOR AND ON BEHALF OF:
The Minister administering the State Service Act 2000

_____ (SIGNED) DATE: 20/11/2010

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



Attachment One

Loading Calculations						
				Level 1		Level 2
	Base Salary (max rates)		L1 Yr 8	64 842	L2 Yr 4	69 363
Penalties	PM shift and W/ End			14 224		15 215
	Night Duty			1 968		2 106
	O/C			6 230		6 230
+	12 x P/ Hols @ T1			3 149		3 369
			Penalties Sub Total	25 571	Extras Sub Total	26 920
			Total	90 413		96 283
	Penalties and P/H as a % of total			28.3%		27.9%
	2 x w/ ends + 8 x PM shifts per roster					
	2mths pa (16 shifts x 2 rosters) at night shift penalty NB weekends included above					
	8hr/ day x 20 shifts per roster @ 3.50 per hr (week days) and \$4.50 per hr (w/ ends) as per EBA					
	Allowing for maximum 12 x P/ Hols worked					

The percentage amounts of 28.3% and 27.9% have been rounded to 30% to allow for vagaries in care and rostering arrangements with the introduction of this new model of client requirements.

