

# MIDWIFERY CONTINUITY OF CARE MODELS

## INDUSTRIAL FRAMEWORK AGREEMENT

1. The industrial parties to the Nurses (Victorian Public Sector) Multi-Business Agreement 2004-2007 (“the 2004 Nurses Agreement”) will support the introduction of midwifery continuity models that are proposed within the following parameters.
2. It is the intention of the parties that this Framework Agreement will be lodged with the Australian Industrial Relations Commission and that health services wishing to implement a continuity of care model will only do so in accordance with this framework agreement.
3. Continuity of Midwifery care (eg. Caseload, team, shared care etc) models may be proposed by a health service within the following parameters and may be submitted to the Local Health Agency Committee (LHAC) established in accordance with clause 14 of the 2004 Nurses Agreement. The ANF Secretary will be advised of the proposal in writing at the time of its referral to the LHAC.
4. The terms of existing continuity model arrangements in respect of remuneration and other matters contained in this framework agreement are to be reviewed by services to align them with this agreement. The reviewed arrangements are to be provided to the LHAC to process in accordance with Clause 14 of the 2004 Nurses Agreement and this Agreement. **Current remuneration arrangements are to be dealt with as follows:**
  - (a) The minimum requirement is that current remuneration arrangements in an existing model must comply with one of the remuneration options contained in subclause 5.13(a), but otherwise continues to operate;
  - (b) Where a written request seeking a change to current remuneration arrangements is signed by majority of employees subject to the arrangement and is provided to the employer, then the process outlined in subclause 5.13(a), (b) and (c) will apply. Such a request must be provided to the employer within three months of this Framework Agreement being lodged in the AIRC after which current remuneration arrangements shall continue subject only to clause 4(a) above.
5. All proposals must take into account and address the following guidelines within the context of provision of optimum care for pregnant women and mothers and the service’s care philosophy and policies and service viability.
  - 5.1 Participation in the model for midwifery staff is voluntary. Subject to operational requirements (eg where a midwife has been replaced on the ward whilst participating in the model) midwives shall be able to elect participate/cease participating in the model provided adequate notice is provided. No midwife will lose her/his job by reason of the introduction of a continuity of care model. Changes to employment patterns (including hours) will be agreed as part of the

consideration of a proposal and entitlements will apply in accordance with the new pattern of work (including hours), the award, the EBA and this framework agreement. For midwives not entering the model, existing work patterns (including hours) and entitlements will continue unless otherwise agreed between the employer and the midwife.

- 5.2 Once a proposal has been verified in accordance with the 2004 EBA, an employer shall be entitled to advertise for new employee midwives to participate exclusively in the model(s) and the preceding provision in 5.1 shall not apply, ie the newly employed midwives would not be able to elect to cease participating in the model.
- 5.3 Models should aim for continuity of care including pre-natal care, labour and birth care, postnatal and community care.
- 5.4 The model arrangements must include appropriate back up and support by other midwives at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives not participating in the model). For example, the arrangements should include suitable provisions consistent with the operation of the model to provide back-up, support and relief for circumstances such as meal breaks, emergency assistance, birthing assistance etc.
- 5.5 Details of arrangements for midwives not entering the new model shall be contained within the proposal. Whether working in a new model or not, arrangements shall be such that midwives can have access with their employer and be able to perform the range of midwifery duties at an equivalent level to the access and performance provided prior to the implementation of the model in order to maintain their skill base.
- 5.6 The caseload per one EFT midwife will not exceed 45 women (booked in) per annum, with proportional caseloads to be allocated to part-time midwives.
- 5.7 Clinically effective arrangements will be maintained at all times to ensure optimal client outcomes.
- 5.8 Local arrangements are to be agreed and resourced to ensure compliance with the 2004 Nurses Agreement. Subject to the terms of a verified proposal made in accordance with clause 14, nurse patient ratios provided for by the 2004 Nurses Agreement will be met.
- 5.9 Midwives to be provided with sufficient flexibility to meet client needs in accordance with local arrangements and the EBA.
- 5.10 Average full time day standard of 8 hours to be the objective with the absolute maximum of 12 hours.
- 5.11 The proposal will ensure that handover to another midwife (which may include a midwife not participating in the model) shall be available between 8 and 12 hours of duty.
- 5.12 The 4 days clear of duty and on call provided for in the 2004 Nurses Agreement to apply.
- 5.13 Remuneration options for any new model to be introduced shall be processed as follows:
  - (a) All four remuneration options (including the **Ordinary Hours Application document attached to this Framework Agreement** which applies to each

Option) outlined below shall be contained in any proposal to introduce a continuity model for consideration by the LHAC:

- Option 1

Midwives participating in the model will access minimum/agreed weekly nursing hours in accordance with the midwives' contract of employment and the EBA.

For the first roster period of the model, the midwife shall receive their minimum/agreed base rate (without penalties and allowances as prescribed by the EBA).

For the second and subsequent roster periods of the model, the midwife shall receive their minimum/agreed base rate along with the monetary equivalent of penalties and allowances actually incurred for the preceding roster period.

Agreed penalties and allowances to apply.

- Option 2

A minimum number of normal hours to be worked in the continuity midwifery program is to be agreed between the employer and the employee. Ante natal, post natal and DOM visits are paid at ordinary hours with weekend penalties being applicable where post natal and DOM visits occur on the weekend.

0800 to 1600 paid overtime rates if required to attend a birth or for other unpredictable care, if not arranged 24 hours in advance.

1600 to 0800 and weekends paid an on call allowance and overtime rates if called in to attend a birth or for other unpredictable care, if not arranged 24 hours in advance.

Additional days annual leave pro rata for weekend workers and 4 clear days as per 2004 EBA.

- Option 3

Strict observance of the EBA.

- Option 4

A commuted loading on salary is paid to encompass applicable award/EBA penalties and allowances which would normally be paid as they occur according to the actual number and pattern of hours worked. Applicable penalties and allowances will be agreed taking into account the context, often including team arrangement of work allocation and self-management of hours. The commuted loading is to be initially calculated and agreed based on expected patterns of work.

The initial loading is to be reconciled against actual work patterns monthly for the first three months and any variance subject to adjustment of the loading or work hours to equate payments received with hours actually worked. Overpayments will not be subject to recovery of moneys, however, the employer may require additional hours to be worked in an area where the midwife is clinically competent during the ensuing month only if the actual hours worked by the midwife are less than the agreed working hours.

After the first three months the level of loading will be set and reconciliation will then occur each six months with any necessary adjustment to hours or loading as above

(b) Where there is majority support on the LHAC for any remuneration option or options, then that remuneration option or options shall be put to a vote of the midwives concerned;

(c) Where there is no majority agreement at the LHAC for an option or options to be put to a vote, then the two most favoured options shall form part of the proposal to be put to a vote of the midwives concerned.

5.14 Appropriate managerial and midwife classification structure to be included in the model, taking into account the extent and size of the model and its inter-relationship with existing maternity services at the local facility, the nursing career structure and the 2004 EBA.

5.15 Full indemnity arrangements to be maintained by the health service.

5.16 Vehicle provided or relevant vehicle allowance payable.

5.17 Professional development support to be available as per the 2004 Nurses Agreement, with additional support to be agreed between the employer and employee, as required.

5.18 Appropriate occupational health and safety provisions, including no lift/violence and aggression/communication/equipment/etc.

5.19 The model shall not in any way operate to reduce or preclude the provision of MCH nursing services to clients.

5.20 The model must clearly and explicitly outline the inter-relationship between the existing maternity services (and, if necessary, existing services related to maternity services) and the proposed model.

## **6. Evaluation**

6.1 Informal evaluation by nursing management, ANF nominated representatives and relevant staff of a new model in operation at a service shall occur in the first instance, on a monthly basis with a comprehensive and formal review no later than 12 months after the introduction of the model with further reviews at agreed intervals thereafter.

6.2 It is noted that any new model will automatically be required to report on the model in an identical manner as all other maternity services providers, and this information will be provided to the evaluation parties as outlined in 6.1.

## **7. Dispute Resolution**

7.1 In the event of any dispute arising between a health service and the ANF relating to the continuation or implementation of midwifery continuity of care models and this industrial framework agreement, it shall in the first instance be referred to ANF/VHIA/DHS for consideration and consultation.

7.2 In the event the dispute is unable to be resolved in accordance with sub-clause 7.1 of this agreement, it shall be processed in accordance with clause 9 of the 2004 Nurses Agreement