

Tasmanian Industrial Commission

Industrial Relations Act 1984

Section 55

CASELOAD MIDWIFERY INDUSTRIAL AGREEMENT 2017

Between

Minister administering the *State Service Act 2000*

And

Australian Nursing and Midwifery Federation (Tasmanian Branch)

And

Health Services Union, Tasmania Branch



1. TITLE

This Agreement shall be referred to as the Caseload Midwifery Agreement 2017.

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3. PARTIES BOUND

This Agreement is binding on:

- a) The Minister administering the *State Service Act 2000*;
- b) Australian Nursing and Midwifery Federation (Tasmanian Branch); and,
- c) Health Services Union, Tasmania Branch.



4. APPLICATION

This Agreement shall apply in respect of employees covered by the Nurses and Midwives (Tasmanian State Service) Award and engaged as Caseload Midwives by the Tasmanian Health Service.

5. PERIOD OF OPERATION

Other than with regard to the application of the Caseload Midwifery Loading, this agreement shall take effect from the beginning of the first full pay period on or after the date of registration and will expire 30 June 2018.

The Caseload Midwifery Loading (clause 9) shall take effect from the first full pay period on or after 1 December 2016.

6. RELATIONSHIP TO RELEVANT AWARD/AGREEMENT

Employees covered by this Agreement are, except for this Agreement, subject to the Nurses and Midwives (Tasmanian State Service) Award, and any Agreement covering Nurses and Midwives in the Tasmanian State Service. Where any inconsistency occurs between this Agreement and the Award or any other Agreement, this Agreement shall prevail to the extent of the inconsistency.

7. PURPOSE OF MODEL

This Agreement does not prescribe any specific midwifery model of care. In addition to providing specific rights and entitlements to the parties, the Agreement provides a framework of broad principles to inform the development and evolution of Caseload Midwifery.

- a) Caseload Midwifery as a contemporary model of care is based on continuity of care where an assigned Midwife is responsible for the primary care of the woman's pregnancy, birth and postnatal recovery;
- b) The conditions herein provide sufficient flexibility for caseload midwives to utilise discretion within group practices, using agreed protocols and clinical guidelines in order to best meet the needs of each woman;
- c) Any participation in the model is voluntary for midwives and pregnant women; and
- d) 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.



8. CASELOADS

a) Full Time Midwife

A full-time caseload midwife is allocated the full care of a caseload of 35-45 women during the course of any full calendar year. This caseload will equate to a midwife working a 38 hour week, i.e. a full-time midwife under the Nurses and Midwives (Tasmanian State Service) Award.

The allocation of women to a midwife's caseload will take into account the existing caseload, the skill level of the midwife, and the complexity of care that is required by the woman.

The caseload of each midwife will be reviewed at least every 3 months having regard for the complexity of care required for the women assigned to the midwife and the recorded debit or credit of hours worked.

During absences of other caseload midwives' planned or unplanned leave of one week or less, an employee's caseload may fluctuate.

b) Part Time Midwife

Part time midwives will receive salary and conditions, as well as allocation of caseload, on a pro rata basis.

c) Team Leaders or Equivalent

A caseload midwifery model may include a midwife in a position with responsibility for leading the team (however titled or classified) who may take a proportion of a full time equivalent caseload. This caseload will be determined according to the specific context of the Team Leader at the local level.

9. CASELOAD MIDWIFERY LOADING

a) Midwives

Midwives (other than a Team Leader however named or classified) working in the caseload model will be paid an annualised salary in recognition of the flexible patterns of work to provide continuity of care. The annualised salary will be calculated on the midwife's base salary with an additional all-purpose loading of 35 percent 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, on call, & recall)
- iii. Overtime (except as provided for in clause 13 - Excess Hours)



- iv. Annual leave loading on five weeks' annual leave up to the maximum amount prescribed within the Nurses and Midwives (Tasmanian State Service) Award.

b) Team Leaders

Team Leaders (or similarly titled roles) who assume responsibility for a number of women will receive a 17.5 percent loading in lieu of shift penalties, on-call, recall payments, leave loading and overtime. The number of women will be determined by the characteristics pertaining to the localised model.

Team Leaders who are day workers do not accrue the additional Annual leave as outlined in Clause 10 Additional Annual Leave

10. ADDITIONAL ANNUAL LEAVE

Midwives working in the caseload model accrue an additional five (5) days annual leave provided to shift workers within the Nurses and Midwives (Tasmanian State Service) Award notwithstanding they may not be regularly rostered to weekends as required by the Award.

In addition to the preceding, Midwives working in the caseload model will be credited with an additional 5 days annual leave. This leave does not attract leave loading but the Caseload Midwifery Loading will be paid.

11. HOURS OF WORK

The ordinary hours of work for a full time Caseload Midwife are to average 152 in a four week period, within the agreed range of hours between a minimum of 142 hours and a maximum of 162 hours per four week period.

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 (or pro rata for part time employees).

Payment will be made fortnightly as a 76 hour averaged salary (pro-rata for part time employees).

12. PATTERNS OF WORK

- a) Midwives are to work with sufficient flexibility to meet the assessed needs of women in accordance with the Agreement.
- b) A midwife will not be required to work for a period longer than 8 hours and can choose to hand over care of the woman at that time. However midwives have the discretion to work up to, but no longer than 12 hours to meet the presenting needs of the woman.



- c) The duration of the work period will include all scheduled and unscheduled activities within the span making up the 8 hour work period. Provided that, where there is a break between episodes of work of one hour or less, the duration of that break will be treated as a continuation of time worked.
- d) 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 a birthing woman.
- e) The midwife will not be permitted to work for more than 8 days consecutively.
- f) Each midwife will have an average of four days off duty per fortnight which are free of planned work and on call commitments. At least two of these days shall be in succession.
- g) A midwife is to maintain an accurate and timely record of hours worked. Work activities will include but are not limited to;
 - i. Face to face consultation;
 - ii. Phone calls;
 - iii. Accompanying women to consultations with other health professionals; and
 - iv. Activities related to the model of care/caseload practice.

13. 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). Such TOIL is to accrue time for time.
- b) The Team Leader and caseload midwife shall agree on the means to utilise any accrued TOIL within the twelve week cycle following, or within the cycle from which it was accrued.
- c) Any TOIL which is not used within the 12 week cycle subsequent to the period from when it was accrued will be paid at an overtime rate of double time.
- d) Scheduling of TOIL is through mutual agreement, and is to be recorded, taking into account:
 - i. any existing scheduled absence of leave by other members of the team;
 - ii. a fair and reasonable distribution of leave and TOIL between eligible employees; and
 - iii. any special needs of the women in the midwife's caseload.
- e) Hours worked in excess of 486 hours will automatically be paid at appropriate overtime rates.
- f) Where a caseload midwife works in excess of 486 hours within a 12 week period, the Team Leader shall review the midwife's hours of work and caseload to ensure their future hours of work falls within the maximum or minimum hours.



14. MIDWIVES ENTERING/EXITING MODEL

Application to participate in the model is voluntary and subject to a merit based selection process. Subject to operational requirements, midwives shall be able to revert to normal shiftwork and cease participating in the model provided a minimum of 4 weeks' notice is given. In exceptional circumstances the employer may waive notice requirements.

15. REVIEW AND RE-NEGOTIATION OF AGREEMENT

It is agreed that the parties meet no later than three months prior to the expiration of the Agreement to conduct a review of the impact of these provisions on both employees and clients/patients to caseload midwifery models.

16. 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 matters included in this Agreement.



17. SIGNATORIES

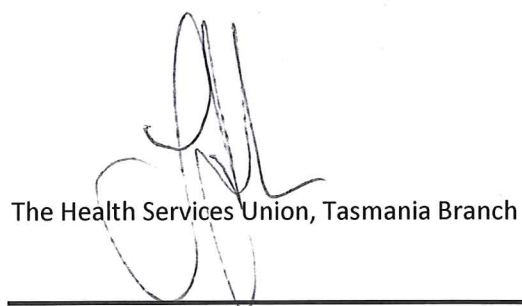
This Agreement is made in Hobart on this 10 day of August 2017.



The Minister administering the *State Service Act 2000*



The Australian Nursing and Midwifery Federation (Tasmanian Branch)



The Health Services Union, Tasmania Branch

9/8/17

