

T14762 of 2020



Industrial Relations Act 1984  
s55 Industrial Agreement

# CASELOAD MIDWIFERY INDUSTRIAL AGREEMENT 2019

Between the  
Minister administering the *State Service Act 2000*  
and the  
Australian Nursing and Midwifery Federation (Tasmanian Branch)  
Health Services Union, Tasmania Branch



## 1 TITLE

This Agreement shall be known as the Caseload Midwifery Industrial Agreement 2019.

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### 3 APPLICATION

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

### 4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Caseload Midwifery Agreement 2017 which was registered on 11 September 2017.
- 4.2 This Agreement applies with effect from 1 July 2018 and will remain in force until 30 June 2022.
- 4.3 The parties agree to commence negotiations for a replacement agreement on or before 1 March 2022.

### 5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Australian Nursing and Midwifery Federation (Tasmanian Branch), and the Health Services Union, Tasmania Branch.

### 6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Nurses and Midwives (Tasmanian State Service) Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

### 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.

- (i) 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;
- (ii) 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;
- (iii) Any participation in the model is voluntary for midwives and pregnant women; and



- (iv) 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

### 8.1 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.

### 8.2 Part Time Midwife

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

### 8.3 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

### 9.1 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.

## 9.2 Team Leaders

From 1 July 2018 to ffpcco date of registration of this Agreement, 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.

From ffpcco date of registration of this Agreement, Team Leaders (or similarly titled roles) who assume responsibility for a number of women will receive a 25 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 RECREATION 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

12.1 Midwives are to work with sufficient flexibility to meet the assessed needs of women in accordance with the Agreement.



- 12.2 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.
- 12.2.1 If an extended shift length is approved due to a birth being imminent, this additional time worked will count towards TOIL for the purposes of Clause 13 of the Agreement.
- 12.3 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.
- 12.4 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.
- 12.5 The midwife will not be permitted to work for more than 8 days consecutively.
- 12.6 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.
- 12.7 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

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.

13.5 Hours worked in excess of 486 hours will automatically be paid at appropriate overtime rates.

13.6 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 RENEGOTIATION OF AGREEMENT**

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

#### **16 GRIEVANCES AND DISPUTE SETTLING PROCEDURE**

16.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

16.2 If a grievance or dispute arise about the application of this Agreement:

- (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
- (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
- (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.

16.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.

16.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

#### **17 NO EXTRA CLAIMS**



The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.

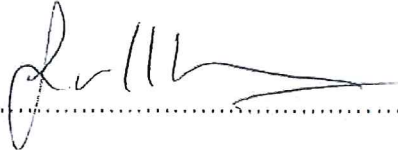




**SIGNATORIES**

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:  .....

Name: Jane Hanna .....

Date: 27/04/2020 .....

SIGNED FOR AND ON BEHALF OF

Australian Nursing and Midwifery Federation, Tasmanian Branch

Signed:  .....

Name: Emily Shepherd .....

Date: 24 April 2020 .....



SIGNED FOR AND ON BEHALF OF  
Health Services Union, Tasmania Branch

Signed: .....

Name: Tim JACOBSON

Date: 22/4/2020

