

APPENDIX 8 – MIDWIFERY CASELOAD PRACTICE AGREEMENT

1. Title

This Appendix is known as the Midwifery Caseload Practice Agreement.

2. Scope and Persons Bound

The provisions of this Appendix apply in respect of midwives employed in a Midwifery Caseload Practice Program.

3. Duration of the Agreement

3.1 Continued operation of this Appendix at a health unit site is subject to the provisions of clause 19, Termination.

4. Definitions

- 4.1 "Award" means the Nurses (South Australian Public Sector) Award 2002 or any successor thereto.
- 4.2 "Agreement" means the Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2016 or any successor Agreement thereto.
- 4.3 "Employee" means a midwife employed in a Midwifery Caseload Practice Program.
- 4.4 "Recall" will mean a period of time the employee is required to return to work that was unplanned and not rostered.
- 4.5 "Caseload Midwifery" is a model of care where a client/patient has a named midwife and a backup midwife, who provides care throughout her pregnancy, labour, birth and postnatal period.
- 4.6 "Full care" means all midwifery care throughout the client/patient's pregnancy, labour, birth and postnatal period.

5. Employee Participation in the Midwifery Caseload Practice Program

No employee will be directed to work in a Midwifery Caseload Practice Program, which will only be staffed by midwives who have elected to join the program.

6. Relationship to the Award and Enterprise Agreement

6.1 The following Award provisions will not apply where the provisions of this Appendix are in force:

- Clause 4.4 On-Call and Recall
- Clause 5.1 Hours of Work
- Clause 5.2 Application of 38 Hour Week
- Clause 5.3 Penalty Rates
- Clause 5.4 Overtime
- Clause 6.1.3 Payment While on Leave
- Clause 6.1.5 Additional Leave Loading
- Clause 6.3 Public Holidays

6.2 The following Agreement provisions will not apply where the provisions of this Appendix are in force:

- Clause 3.5 Standard 10 Hour Night Shifts
- Clause 3.7 Part Time Employees – Minimum Shift Length
- Clause 7.1 Recall to Work, Overtime and Time Off in Lieu of Overtime
- Clause 7.3 Part Time Employees Working Variable Shifts – Public Holidays
- Clause 9.3 Night Shift Penalty
- Clause 9.4 Nurse/Midwife In-Charge Allowance
- Clause 9.5 On-Call Allowance

6.3 All other provisions of the Award and Agreement continue to apply.

7. Caseload

- 7.1 A full-time employee (other than a Nurse/Midwife Unit Manger (N/MUM), Midwifery Caseload Practice) is one who is available to carry a caseload of 40 booked clients/patients full care during the course of any full calendar or financial year. In interpreting the application of the Award and other conditions based on the ordinary hours of work, this caseload will equate to an employee (other than a N/MUM, Midwifery Caseload Practice) working a 38 hour week that is a full time employee under the Award.
- 7.2 The full time equivalent caseload for a N/MUM , Midwifery Caseload Practice will be 10 patients/clients for full care during the course of any full calendar or financial year. The span of control of a N/MUM, Midwifery Caseload Practice, will be up to 4 teams of midwives, each consisting of up to 6 full-time equivalents. Midwives may be allocated to teams in a flexible manner.
- 7.3 A part time employee will receive pay and conditions, as well as allocation of work on a proportional basis.
- 7.4 In addition to the caseload limits set by this clause 7, during absences of other employees due to planned or unplanned leave of 1 week or less, employees' (other than the N/MUM) caseloads may be increased to a maximum of 56 clients/patients. However, the caseload will not exceed 46 clients/patients on average over the year. The caseload for a N/MUM may vary up to 20 clients/patients on average due to the absence of other staff.
- 7.5 In country health units sites, the N/MUM'S duties may include responsibilities for other patient care areas, in which case the workload of the N/MUM and other employees (as defined) will be adjusted accordingly.

8. Patterns of Work

- 8.1 The employees will be free to organise their own hours of work provided that they are able to meet the assessed needs of clients/patients.
- 8.2 An employee will not be required to work for periods longer than 8 hours and can choose to hand over care of the employee's clients/patients, at that time. In accordance with clause 8.1, employees have the discretion to work up to, but no longer than, 12 hours to meet the needs of their clients/patients.
- 8.3 Each employee will have a period of at least 8 hours within a 24 hour period, continuously free of duty (other than on-call and recall).
- 8.4 Each employee will have an average of 2 days off duty per week free of planned work and on-call and recall.
- 8.5 An employee will not be permitted to work for more than 7 days in succession, other than where the employee is recalled to work.

9. Classification

- 9.1 An employee (other than a N/MUM) who works in the Midwifery Caseload Practice Program will be classified as a Registered Nurse/Midwife (Level 1) or a Clinical Nurse/Midwife (Level 2).
- 9.2 An employee who works as a N/MUM of a Midwifery Caseload Practice will be classified as a Registered Nurse/Midwife (Level 3) or (Level 4) as appropriate.

10. Salary

The salaries provided for in the Award and in the Agreement covering nurses/midwives in the South Australian public sector will be applied to midwives employed under this Agreement.

11. Loading in Lieu of Certain Conditions

- 11.1 Employees, other than a N/MUM, Midwifery Caseload Practice, will receive a loading of 35%, in addition to ordinary rates of pay, which incorporates the provisions referred to in clause 6 and is in recognition of the expanded practice and the flexible environment in which work is performed.
- 11.2 Employees who are a N/MUM, Midwifery Caseload Practice will receive a loading of 17.5%, in addition to ordinary rates of pay, which is in lieu of on-call allowance, recall payment and annual leave loading and in recognition of the expanded practice and the flexible environment in which work is performed.
- 11.3 These loadings will be treated as part of the ordinary rate of pay for an employee and, as such, will apply to periods of annual leave and Personal/Carers leave, as well as occasions where the employee is actively at work.

12. Annual Leave

All employees in a Midwifery Caseload Practice Program will be entitled to 6 weeks annual leave.

13. Personal/Carers Leave

- 13.1 Where an employee is unable to work due to illness or other relevant factors, the N/MUM, Midwifery Caseload Practice or appropriate line manager will determine if temporary re-allocation of the employee's work program to other midwives in the team is required for the period of absence. If so, the period of absence will be debited against the employee's accrued personal/carers leave.
- 13.2 Where the N/MUM, Midwifery Caseload Practice or appropriate line manager determines that re-allocation of the employee's work program, due to illness or other relevant factors, is not necessary and that the employee can re-order or re-schedule the employee's work program, no leave will be debited from the employee's accrued personal carers leave for the period of absence.

14. Time Records

- 14.1 Employees will be required to keep accurate records of all time worked including travel time, administrative work, staff development and other non-clinical activity.
- 14.2 It is the expectation of the parties to this Agreement that the workload will be consistent with that of a full time employee under the Award, that is, an average of 38 hours work per week and occasional recall to work.

15. Excess Hours

- 15.1 If an employee, at the request of the employer, works more than 332 hours in any 8 week cycle, the employee will be entitled to:
 - Time off in lieu (on an hour for hour basis) of such excess hours worked, taken at the convenience of the employee and the employer within 12 months of it being accrued, and in association with a period of planned leave; or
 - payment at overtime rates for the excess hours worked, that is, time and a half for the first 3 hours and double time thereafter.
- 15.2 The employee will have discretion as to which option is to apply in each instance.

16. Staffing Levels

Sufficient staff must be available to ensure that the average caseload for each midwife does not exceed 46 clients/patients per annum. During absences of other employees due to planned or unplanned leave, caseloads may be increased to a maximum of 56 clients/patients.

17. Transport

The use of an employee's motor vehicle and the reimbursement rates for the use of an employee's private motor vehicle will be in accordance with the HR Manual or its successor.

18. Telephone Expenses

The health unit will provide a mobile phone for each Caseload Midwife. The mobile phone is to be used in accordance with DHA Guidelines.

19. Termination of Agreement

19.2 A LHN or the ANMF on behalf of its members may terminate the operation of a Midwifery Caseload Practice Program at a specific health unit site(s). In this event, 4 weeks written notice will be given to the other party to ensure the care needs of clients/patients are met.

19.3 Notice will not be given under this clause unless prior consultation has occurred between the affected parties.

20. Variation of the terms of this Appendix

The terms of this Appendix as they apply to a specified Midwifery Caseload Practice Program at a specified health unit may be varied by agreement between the respective LHN and the ANMF.