

NURSING AND MIDWIFERY BOARD OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2010

File No. 2725 of 2010

This Agreement shall come into force on and from 28 June 2010 and have a life extending for a period of thirty-six months therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT
PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 28 JUNE 2010.



A handwritten signature in black ink, consisting of a large loop on the left and several strokes on the right.

COMMISSION MEMBER



Nursing and Midwifery Board of South Australia Enterprise Agreement 2010

Clause 1 TITLE

This Agreement shall be titled the Nursing and Midwifery Board of South Australia Enterprise Agreement 2010.

Clause 2 ARRANGEMENT

Clause Number	Subject Matter	Page Number
1	Title	2
2	Arrangement	2
3	Enterprise Agreement	2
4	Parties Bound	2
5	Role of Unions	3
6	Locality	3
7	Definitions	3
8	Objects and Commitments	4
9	Salary Increases	5
10	One-off Payment	5
11	Salary Linkage	5
12	Salary Packaging Arrangements	5
13	Conditions of Employment	6
14	Career Structure for Employees	7
15	Consultation and Communication	8
16	Introduction of Change	8
17	Worklife Flexibility	9
18	Dispute Avoidance Procedures	12
19	Grievance Procedures	13
20	Renegotiation of Agreement	13
21	No Extra Claims	13
22	Signatories	14
	Schedule 1	15
	Schedule 2	24

Clause 3 ENTERPRISE AGREEMENT

- 3.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 3.2 This Enterprise Agreement shall be referred to as the Nursing and Midwifery Board of South Australia Enterprise Agreement 2010.
- 3.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 3.4 The term of this Enterprise Agreement shall be from the date of approval by the Industrial Relations Commission of South Australia for a period of three (3) years or until it is rescinded or superseded.
- 3.5 Upon commencement of the term of this Enterprise Agreement, each Enterprise Agreement (expired) will be superseded by this Enterprise Agreement.

Clause 4 PARTIES BOUND

- 4.1 This Agreement is binding upon the:
- 4.1.1 Nursing and Midwifery Board of South Australia (**nmbSA**); and

- 4.1.2 Employees of **nmbSA** classified in the administrative and the nursing or midwifery classification structures and;
- 4.1.3 The Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Incorporated and;
- 4.1.4 The Australian Nursing and Midwifery Federation (SA Branch).

4.2 This Agreement is not binding upon:

- 4.2.1 Persons appointed, employed or holding a position subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract.

Clause 5 ROLE OF UNIONS

- 5.1 The Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Incorporated is confined to acting for employees classified as Administrative Services Officer.
- 5.2 The Australian Nursing and Midwifery Federation (SA Branch) is confined to acting for employees classified as Nurse or Midwife.

Clause 6 LOCALITY

6.1 This Agreement shall apply throughout the State of South Australia.

Clause 7 DEFINITIONS

7.1 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	Means the <i>Fair Work Act 1994</i> ;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“association”	Means an association registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“Commission”	Means the Industrial Relations Commission of South Australia;
“employer”	Means the applicable employer bound by this Enterprise Agreement;
“employee”	Means an employee bound by this Enterprise Agreement;
“employee representative”	Includes an association, as defined above;
“Enterprise”	Means the Nursing and Midwifery Board of South Australia or predecessor;
“party”	Means the persons, entities and associations referred to in clause 4;

“wage rate” Means the periodic wage or salary payable to an employee, and a reference to payment of salary includes a reference to payment of salary on a fortnightly basis.

- 7.2 A clause in this Enterprise Agreement will prevail over any provision in an applicable award or agreement to the extent of any inconsistency.
- 7.3 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 7.4 The Appendices form part of this Enterprise Agreement.
- 7.5 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.
- 7.6 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.
- 7.7 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

Clause 8 OBJECTS AND COMMITMENTS

- 8.1 The objects of this Enterprise Agreement are:
- 8.1.1 To effect wages increases in accordance with this Enterprise Agreement for employees bound by this Agreement;
 - 8.1.2 For this Enterprise Agreement to supersede each Enterprise Agreement (expired).
- 8.2 In making and applying this Enterprise Agreement, the parties are committed to:
- 8.2.1 Implementation of the *Nursing and Midwifery Practice Act 2008*;
 - 8.2.2 The initiative to progress towards the national registration and accreditation scheme for nursing and midwifery employees – the initiative being pursued under the auspices of the Ministerial Council;
 - 8.2.3 Consultation in the development and implementation of **nmbSA** reform and change programs as it moves towards implementing the new Act and progressing national registration and accreditation;
 - 8.2.4 Employment security for employees bound by this Enterprise Agreement;
 - 8.2.5 Improving the productivity, efficiency and flexibility of the Enterprise and to improve the structure of the Enterprise;
 - 8.2.6 Enhancing the general performance and effectiveness of the Enterprise, ensuring that the Enterprise provides high quality services competitively at best practice standards and that Enterprise expenditure is effectively managed to that end;
 - 8.2.7 Achieving industrial cooperation and joint commitment to organisational objectives of the Enterprise;

- 8.2.8 Optimising the contribution that employees can make to the success of the Enterprise through effective mechanisms for consultation, employee involvement and continuous improvement;
- 8.2.9 Assisting employees to achieve a suitable balance between their work and family responsibilities;
- 8.2.10 Obtaining the approval by the Industrial Relations Commission of South Australia to this Enterprise Agreement;
- 8.2.11 The measures will be pursued in a manner that promotes job satisfaction and security, equal opportunity for employees and an equitable work environment that maximises the use of skills available within the Enterprise.

Clause 9 SALARY INCREASES

- 9.1 **nmbSA** administrative staff are to receive increases in line with Public Sector administrative staff as provided for in the *SA Government Wages Parity (Salaried) Enterprise Agreement 2010* and any subsequent enterprise agreement that replaces that Agreement.
- 9.2 **nmbSA** nursing and midwifery staff are to receive salaries equivalent to nurses and midwives within the Public Sector as provided for in the *Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007* and any subsequent enterprise agreement that replaces that Agreement.
- 9.3 The salary schedules can be found in the **nmbSA** Human Resources Manual.

Clause 10 ONE-OFF PAYMENT

- 10.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$1000 as soon as practicable after approval of this Agreement by the Industrial Relations Commission of South Australia. This payment is made in lieu of subsidised car parking entitlements. Employees will no longer have access to subsidised car parking regardless of their work location.
- 10.2 The one-off payment will be paid as salary and will not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 10.3 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement.

Clause 11 SALARY LINKAGE

- 11.1 Where **nmbSA** classifies a position as “multi-classified” e.g. RN3/RM3/ASO5 the incumbent employee will be paid the higher salary available for that position. Employees of the same classification, regardless whether the position is multi-classified are to receive the same salary.

Clause 12 SALARY PACKAGING ARRANGEMENTS

- 12.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.

- 12.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Enterprise Agreement (EA) will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this EA.
- 12.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 12.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer with PSM Act Regulation 11 status in the event the employee immediately becomes employed by that employer), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

Clause 13 CONDITIONS OF EMPLOYMENT

13.1 nmbSA Human Resources Policies and Procedures Manual

13.1.1 Unless otherwise provided by this Agreement **nmbSA** will continue to apply the existing conditions of employment as contained in the Nursing and Midwifery Board of South Australia Human Resources Policies and Procedures Manual. Should the **nmbSA** Human Resource Manual not contain a specific policy or procedure relating to a matter at hand, reference shall be made to the SA Health (Health Care Act) Human Resources Manual as it may be applied for public sector employees. In the event that these manuals do not contain the specific policy or procedure, reference will be made to relevant Award or Agreement. For administrative staff reference should be made to the *SA Public Sector Salaried Employees Interim Award*. For Nursing and Midwifery Employees reference should be made to the *Nurses (South Australian Public Sector) Award 2002*.

13.2 Memorandum of Understanding

13.2.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and associations that are signatories to the 1996 Memorandum of Understanding (MOU) each hereby acknowledge their recommitment to that MOU to the following effect

- (a) The operation of that MOU will be extended for the life of this Enterprise Agreement, but only in relation to the persons, entities and associations referred to in clause 4 hereof;
- (b) There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and
- (c) The terms of the MOU do not form part of this Enterprise Agreement.

13.3 Recreation Leave

13.3.1 The **nmbSA** provides for three (3) additional days recreation leave per annum in lieu of leave loading. Therefore employees receive 23 days of recreation leave per year. Recreation leave is accrued and credited in hours at a rate equivalent to 1.92 working days for each completed month of service.

13.4 Office Closure

13.4.1 **nmbSA** may direct that its offices will be closed and that employees not be required to work on a specified day or days (e.g. the Christmas/New Year period). Employees not required to work during this period will be deemed to have been granted recreation leave for their normal working days in this period. This will apply even if no accrued leave is available on the basis of months worked. Leave taken in advance of accrued leave will be debited as soon as leave is subsequently accrued.

13.4.2 When applying for recreation leave employees must make allowance for recreation leave which may be required over any period the office may be closed.

13.4.3 Employees who have applied for, and have been granted long service leave, health leave, special leave with pay or special leave without pay for a period that includes the non-public holiday working days over the closure period are not subject to the requirement in 13.4.2.

13.5 Appointment of employees

13.5.1 Any new appointments are to be filled on an ongoing basis except as follows:

- (a) Where the temporary appointment is for less than 12 months cumulative; or
- (b) Where the position is specifically funded from a grant or other designated funding source over which the **nmbSA** has no ongoing control.

13.5.2 A temporary appointment if longer than 12 months will be advertised.

13.5.3 Temporary promotional positions of less than 12 months will be advertised internally in the first instance. Unless a registration of interest for the temporary position is received within 5 working days of the temporary position being advertised internally, **nmbSA** may proceed to advertise in the normal manner.

13.6 Additional duties allowance

The parties acknowledge that **nmbSA** will alter its Additional duties allowance policy and procedure so as to provide for additional duties payment after working a minimum of five days rather than the current policy provision of a minimum of six days.

Clause 14 CAREER STRUCTURE FOR EMPLOYEES

14.1 Structure for Nurses and Midwives

14.1.1 The parties accept that, given the role and scope of practice of nurses and midwives employed under this Agreement, the base classification will be Nurse or Midwife Clinical Service Coordinator /Clinical Practice Consultant/Education Facilitator/Management Facilitator (Level 3) as defined by the *Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007*.

14.1.2 A nurse or midwife employee will be appointed to one of the following classification levels based on an assessment of work undertaken or to be undertaken by the nurse or midwife employee.

- Nurse/Midwife Education Facilitator (Level 3)
- Nurse/Midwife Management Facilitator (Level 3)
- Advanced Nurse/Midwife Education Facilitator (Level 4)
- Advanced Nurse/Midwife Management Facilitator (Level 4)
- Corporate Nursing:-Nursing or Midwifery Director (Level 5.1)

- Corporate Nursing:-Nursing or Midwifery Director (Level 5.2)
- Corporate Nursing:-Director of Nursing and Midwifery (Level 6)

14.1.3 Schedule 1 provides further detail and is an extract from the *Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007*.

14.2 Structure for Administrative Services Officers

14.2.1 The structure for **nmbSA** Administrative Services Officers will be as provided by the *SA Public Sector Salaried Employees Interim Award*.

14.2.2 The parties acknowledge the scope for the **nmbSA** classification structure for Administrative Services Officers to provide for all levels as contained in the *SA Public Sector Salaried Employees Interim Award*.

14.2.2 Schedule 2 provides further detail and is an extract from the *SA Public Sector Salaried Employees Interim Award*.

14.2.3 In classifying positions regard must be made to Career Group Work Level Definitions and Position Information documents contained in the published Classification Standards by the Commissioner for Public Employment in accordance with the *Public Sector Act 2009* and as varied from time to time.

14.3 Professional Development and Career Development

The parties acknowledge that **nmbSA** has consulted external agencies to inform and refine current 'Managing Performance' procedures with the view to developing a performance management process. The parties acknowledge and accept that refinement of the procedures will enable employees and managers to better address professional development and career development opportunities for **nmbSA** employees.

Clause 15 CONSULTATION AND COMMUNICATION

15.1 The parties are committed to consultation and communication throughout all levels of **nmbSA**. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.

15.2 The parties are committed to consultation about changes to the organisation and performance of work, and employees and the employer will endeavour to commence consultation and negotiation as a group prior to any final decision being made.

Clause 16 INTRODUCTION OF CHANGE

16.1 Notification of Intended Changes

16.1.1 Where **nmbSA** has made a decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects upon employees, the employer shall as soon as practicable, notify the employees who may be affected by the proposed changes and their chosen representative which may be the Union.

16.1.2 'Significant Effects' include major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that where this Agreement makes provision for

alteration to any of the matters referred to herein; an alteration shall be deemed not to have significant effect.

16.2 Consultation with Employees and their Representative

16.2.1 The employer shall discuss with the employees affected and their chosen representative which may be the Union, among other things, the introduction of the changes referred to in paragraph 16.1.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effect of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their chosen representative which may be the Union in relation to the changes.

16.2.2 The discussions shall commence as early as practicable after a decision has been made by the employer to make the changes referred to in paragraph 16.1.1.

16.2.3 For the purposes of such discussion, **nmbSA** shall provide in writing to the employees concerned and their chosen representative which may be the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that **nmbSA** shall not be required to disclose confidential information disclosure of which, if looked at objectively, would be against **nmbSA**'s interests.

Clause 17 **WORKLIFE FLEXIBILITY**

17.1 Voluntary Flexible Working Arrangements

17.1.1 **nmbSA** undertakes to promote and improve awareness of existing VFWA by ensuring relevant policies and procedures are contained in the **nmbSA** Human Resources Policies and Procedures Manual.

17.1.2 **nmbSA** will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of **nmbSA**, and the employee's circumstances.

17.1.3 This clause applies for the period an employee participates in a VFWA.

- (a) Subject to this clause, the salary payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
- (b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
- (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer, in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any

period/s in which the employee participated in a VFWA and be adjusted accordingly.

17.2 Paid Maternity and Paid Adoption Leave

Paid maternity leave and adoption leave applies in accordance with this clause. This clause comes into effect on and from the date this Agreement is approved by the Industrial Relations Commission of South Australia.

The entitlements in this clause will be in addition to, leave that may be taken as a result of the Commonwealth's Paid Parental Leave scheme.

17.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable). This clause comes into effect and only applies on or after approval of this Enterprise Agreement by the Commission.

17.2.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks paid leave on or after 12 months following approval of this Enterprise Agreement by the Commission (the "applicable maximum period").

17.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- (i) the total paid and unpaid maternity/adoption/parental/special leave is not to exceed 52 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- (ii) An employee will be entitled to applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- (iii) At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing to take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences.
- (iv) Where both prospective parents are employees covered by this Enterprise Agreement the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency.

17.2.4 Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months.

17.2.5 During periods of paid or unpaid maternity leave, personal leave with pay will not be granted for the normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal/carers leave to the extent available, subject to the usual provision relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

17.2.6 Subject to agreement of **nmbSA**, an employee is entitled to return to work from parental leave on a part time basis (at the employee's substantive level) until the child's second birthday and may then revert to the employee's substantive hours of work.

17.3 Family Carer's Leave

17.3.1 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

17.3.2 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued health leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill.

17.3.3 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

17.3.4 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

17.4 Reasonable Childcare Costs

17.4.1 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the employer will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.

(a) The prior period of 24 hours is to be calculated from the time at which the work is to begin.

(b) The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.

(c) The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

(d) Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted.

- (e) Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Employment.
- (f) The employee will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- (g) For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

17.5 Working from Home

17.5.1 **nmbSA** is willing to consider an employee's request to participate in a VFWA that will allow the employee to perform part of their ordinary hours of work at home. In considering a request **nmbSA** will have regard to both the operational needs of **nmbSA** and the employee's circumstances.

17.5.2 Details and associated procedures are contained in the **nmbSA** Human Resources Policy and Procedures Manual.

17.6 Compressed Hours

17.6.1 **nmbSA** is willing to consider an employee's request to participate in a VFWA that will allow the employee to work compressed hours.

17.6.2 In considering a request **nmbSA** will have regard to both the operational needs of **nmbSA** and the employee's circumstances.

17.6.3 Details and associated procedures are contained in the **nmbSA** Human Resources Policy and Procedures Manual.

Clause 18 DISPUTE AVOIDANCE PROCEDURES

18.1 This procedure aims to avoid industrial disputes in the Enterprise covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.

18.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.

18.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

18.4 All parties have a right to seek representation in order to resolve any dispute.

18.5 Any dispute will be handled as follows:

Stage 1 Discussions between the employee/s and supervisor.

Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with the relevant **nmbSA** worksite management representative or nominated delegate.

Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant **nmbSA** executive management representative, nominated delegate or a nominated representative.

- 18.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 18.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 18.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 18.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 18.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

Clause 19 GRIEVANCE PROCEDURES

- 19.1 Any grievance will be handled as per the policies and procedures contained in the **nmbSA** Human Resources Policies and Procedures Manual.

Clause 20 RENEGOTIATION OF AGREEMENT

- 20.1 The parties to this Agreement agree that negotiations for a new Agreement should commence six (6) months prior to the expiration of this Agreement. If Agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

Clause 21 NO EXTRA CLAIMS

- 21.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 21.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 21.3 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

Clause 22 SIGNATORIES

.....
**CHIEF EXECUTIVE OFFICER, NURSING AND
MIDWIFERY BOARD OF SOUTH AUSTRALIA**

.....
WITNESS

.....
**COMMUNITY AND PUBLIC SECTOR UNION (CPSU),
SPSF GROUP SA BRANCH, PUBLIC SERVICE
ASSOCIATION OF SOUTH AUSTRALIA INC**

.....
WITNESS

.....
**AUSTRALIAN NURSING AND MIDWIFERY
FEDERATION (SA BRANCH)**

.....
WITNESS

SCHEDULE 1

Nurse/Midwife Education Facilitator (Level 3)

Employees classified at this level use their clinical knowledge and experience to provide corporate support services to nursing/midwifery practice in areas such as provision of learning experiences, educational materials, knowledge access systems, and expertise to support clinicians undertaking local teaching. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for the outcomes of nursing/midwifery education practices, for addressing inconsistencies between practice and policy; and for contributing to a safe and positive work culture in the interest of patient/client outcomes.

Various practice models may be used to enact this role, including but not limited to:

- Providing education and training support to a specific group of wards/units/ community programs and/or specific nurses/midwives;
- Providing education support in a specific education and/or training portfolio.

Employees in these roles will:

- Provide and/or coordinate educational support within the organisation's professional practice, education and administrative frameworks;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Contribute to the review and management of education/training programs to ensure the achievement of outcome standards and key performance indicators;
- Undertake and/or oversee teaching sessions to designated student populations;
- Undertake and/or oversee assessment processes for designated student populations;
- Contribute to capability development requirements identified within performance development and succession planning activities;
- Contribute to competency improvement requirements identified within performance management activities;
- Provide education support for change processes, risk management practices and service improvement activities;
- Contribute to the support of undergraduate and post graduate students in clinical placements as appropriate;
- Collaborate with Clinical Service Coordinators to co-ordinate teaching and learning processes and achieve planned outcomes;
- Maintain productive working relationships and manage conflict resolution;
- Contribute to the promulgation of information regarding current developments in nursing and midwifery;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications, learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role;

In addition to the foregoing, employees with portfolio responsibilities will:

- Teach and/or assess specific post-graduate/university course topics in area of own expertise;
- Undertake or oversee short term clinical and/or education research projects.

Nurse/Midwife Management Facilitator (Level 3)

Employees classified at this level use their clinical knowledge and experience to provide corporate support services to nursing/midwifery practice and services in areas such as staffing

methodologies, recruitment and selection, human resource management, financial administration, bed and resource management, accreditation and risk management processes and information systems management. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for the outcomes of nursing/midwifery management practices, for addressing inconsistencies between practice and policy; and for contributing to a safe and positive work culture in the interest of patient/client outcomes. Individual employees accept accountability for their specific span of control or allocated portfolio.

Various practice models may be used to enact this role, including but not limited to:

- Providing management support to a specific span of wards/units/programs;
- Providing management support in a specific work portfolio/s.

All employees in these roles will:

- Provide corporate support to nursing practice and services within the professional practice framework established by the Director of Nursing;
- Integrate corporate and local unit/ward/program human and material resource management in collaboration with Clinical Services Coordinators;
- Integrate corporate and local service coordination to achieve continuity of patient/clients services;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Implement and co-ordinate processes for quality improvement and service continuity within corporate risk management and nursing/midwifery professional practice frameworks;
- Use available information systems to inform decision making, evaluate outcomes and convey information to staff;
- Contribute to the development of, implement, and monitor corporate policies and processes;
- Change processes and practices in accordance with emerging management needs, evaluation results and imminent systems problems;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications, learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role.

In addition to the foregoing, employees with portfolio responsibilities will:

- Undertake the work of the portfolio within the corporate administrative framework and delegations of responsibility;
- Where required by the organisation, provide “after hours” oversight and management of the activities of the health service including staff allocation, implementation of disaster response and recalling staff as required.

Advanced Nurse/Midwife Education Facilitator (Level 4)

Employees classified at this level use their clinical knowledge and experience to provide a corporate support service to nursing/midwifery practice in areas such as the provision and oversight of a range of education, training, learning experiences and materials. Employees in this role accept accountability for the outcomes of nursing/midwifery education practices, for addressing inconsistencies between practice and policy; and for contributing to a safe and positive work culture in the interest of patient/client outcomes.

Various practice models may be used to enact this role, including but not limited to:

- Leading a course/program team in education and training provision;
- Leading a specific portfolio/project within education and training provision;

- Undertaking a primarily academic and research role.

Employees in this role will:

- Provide, oversee and advise on education services, which are (by number of students and/or by educational complexity or breadth) demonstrably beyond the usual range;
- Lead a nursing/midwifery and/or multi-disciplinary team of educators and/or trainers in the initiation, coordination, implementation and evaluation of a formal education program for a designated student group;
- Initiate, develop and implement educational and/or clinical protocols/standards, harm minimisation strategies and quality benchmarks;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Contribute to the review and management of education/training programs to ensure the achievement of outcome standards and key performance indicators;
- Undertake and/or oversee teaching sessions and/or assessment processes to designated student populations;
- Contribute to capability development requirements identified within performance development and succession planning activities;
- Contribute to competency improvement requirements identified within performance management activities;
- Provide education support for change processes, risk management practices and service improvement activities;
- Contribute to the support of undergraduate and post graduate students in clinical placements as appropriate;
- Collaborate with Clinical Service Coordinators and Clinical Practice Consultants to coordinate teaching and learning processes and achieve planned outcomes;
- Maintain productive working relationships and manage conflict resolution;
- Mentor and coach Education Facilitators in relation to an area of expertise;
- Initiate, conduct and/or guide research within an area of education practice;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role.

Employees in this role may be required to:

- Undertake a formal academic role as a major component of role;
- Undertake a formal research coordinator role as a major component of role;
- Act as a consultant to the state or national health system in area of expertise;
- Directly undertake and/or be accountable for a major research or evaluative project beyond the scope of the usual Education Facilitator role;
- Lead development of new or innovative courses/programs, and/or curriculum development, which meet the emergent requirements of the health sector and are beyond the scope of the usual Education Facilitator role;
- Lead development of new or innovative education delivery, instructional design programs and/or knowledge access mechanisms to address the emergent requirements of the health and education sectors;
- Present at conferences and/or publish in refereed professional journals.

Advanced Nurse/Midwife Management Facilitator (Level 4)

Employees classified at this level use their clinical knowledge and experience to provide a corporate support service to nursing/midwifery practice and services in areas such as staffing methodologies, recruitment and selection, human resource management, financial administration,

bed and resource management, accreditation and risk management processes and information systems management.

Employees in this role accept accountability for the outcomes of nursing/midwifery management practices, for addressing inconsistencies between practice and policy, and for developing corporate team performance within a positive work culture in the interest of patient/client outcomes. Various practice models may be used to enact this role, including but not limited to:

- Providing management support to a specific span of wards/units/programs;
- Providing management support in a specific work portfolio/s.

Employees in this role will:

- Provide, oversee and advise on corporate management and systems services that are by complexity or breadth, demonstrably beyond the usual range; OR
- Lead a team and/or accept accountability for a major administrative portfolio demonstrably beyond the usual range; OR
- Initiate and lead projects of significant scope and complexity such as capital works developments or major systems changes;
- Integrate corporate and local unit/ward/program human and material resource management in collaboration with Clinical Services Coordinators;
- Integrate corporate and local service coordination to achieve continuity of patient/clients services;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Use and develop or make significant adaptation to clinical and/or management information systems;
- Develop customised Key Performance Indicators and/or outcomes measurement models that influence organisation wide reporting processes;
- Directly undertake and/or oversee a major research or evaluative project beyond the scope of the usual Management Facilitator role;
- Identify the need for, lead implementation of, and evaluate changes in organisational processes and practices in response to emerging service and workforce needs;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role.

Employees in this role may be required to:

- Undertake the work of a portfolio beyond the usual range for the setting, within the corporate administrative framework and delegations of responsibility;
- Where required by the organisation, provide “after hours” oversight and management of the activities of the health service including staff allocation, implementation of disaster response and recalling staff beyond the usual range of responsibility;
- Provide a support/advisor role to other Management Facilitators;
- Act as a consultant to the state or national health system in area of expertise;
- Present at conferences and/or publish in refereed professional journals.

Corporate Nursing: – Nursing or Midwifery Director (Level 5.1)

Employees classified at this level use their clinical knowledge and experience to provide strategic and operational leadership, governance, and direction for nursing/midwifery services for a specified Division or Function in a General or Specialist Hospital or a Community Service. These roles

balance and integrate strategic and operational perspectives within a specified span of appointment.

Employees in this role accept accountability for the governance and practice standards of nurses/midwives; the effective implementation of corporate systems to support, evaluate and consistently improve nursing/midwifery practice and healthy work environments, and the cost effective provision of health services within their span of appointment.

Employees in this role will typically:

- Provide corporate professional nursing/midwifery advice, leadership, and management for a specified Service or Division with less than the equivalent in-hospital and out-of-hospital activity of 35 beds and/or less than 100 nursing/midwifery staff;
- Provide professional nursing/midwifery advice and leadership to less than 5 direct reports at Level 3 and/or 4;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to nursing/midwifery practice and health service needs within span of control;
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- Contribute to and implement the corporate nursing/midwifery professional practice framework established by the Director of Nursing/Midwifery;
- Implement the corporate administrative and risk management frameworks within span of responsibility;
- Contribute to financial budgeting and management within a culture of due diligence;
- Guide the use of information systems to inform decision making, and manage practice;
- Oversee human resource systems implementation including processes and standards of nursing/midwifery staff recruitment, performance, development and retention.
- Lead, coach, coordinate and support direct reports;
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Provide strategic leadership for innovation, change processes, and coordinated responses to emerging service and workforce needs within span of control;
- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role.

Corporate Nursing: – Nursing or Midwifery Director (Level 5.2)

Employees classified at this level use their clinical knowledge and experience to provide strategic and operational leadership, governance, and direction for nursing/midwifery services for a specified Division and/or Function in a General, Specialised, or Tertiary Hospital and/or corporate leadership in nursing or midwifery Clinical Practice. These roles balance and integrate strategic and operational perspectives within a specified span of appointment.

Employees in this role accept accountability for the governance and practice standards of nurses/midwives; the development and effectiveness of systems to support, evaluate and consistently improve nursing/midwifery practice and healthy work environments, and the cost effective provision of health services within their span of appointment.

All employees in this role will:

- Provide corporate professional nursing/midwifery advice, leadership, and management for a specified service division or function; OR
- Provide corporate professional nursing/midwifery advice and leadership to a specified group of nurses/midwives;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to nursing/midwifery practice and health service needs within span of control;
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;

- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role.

Employees in the role of Service Division and/or Functional Service Nursing or Midwifery Director will typically:

- Provide corporate management of nursing/midwifery services for a specified Nursing/Midwifery Division in a Health Care Unit; or
- Provide corporate management of specified functional services within a Health Unit or Community Service;
- Contribute to and implement the corporate nursing/midwifery professional practice framework established by the Director of Nursing/Midwifery;
- Implement the corporate administrative and risk management frameworks within frame of responsibility;
- Undertake financial budgeting and management within a culture of due diligence;
- Develop and guide the use of information systems to inform decision making, and manage practice;
- Oversee human resource systems implementation including processes and standards of nursing/midwifery staff recruitment, performance, development and retention.
- Lead, coach, coordinate and support direct reports;
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Provide strategic leadership for innovation, change processes, and coordinated responses to emerging service and workforce needs within span of control;
- May be required to manage or oversee an organisational portfolio or long term and/or significant project;
- May be required to provide management of services other than nursing/midwifery.

Employees in the role of Clinical Practice Director will typically:

- Provide collegiate and professional leadership to and for Level 3 and/or 4 Clinical Practice Consultants, Nurse Practitioners and (where appropriate) General Practice Nurses within span of appointment;
- Develop an integrated, collaborative and evaluative practice culture for Level 3 and/or 4 Clinical Practice Consultants and Nurse Practitioners across span of appointment;
- Collaboratively develop and monitor a strategic framework for clinical nursing/midwifery research and practice development in the South Australian public sector;
- Provide high level advice to Health Units, Community Services and/or Clinical Networks on extended nursing/midwifery practice issues;
- Co-ordinate the participation of nurses/midwives in clinical guideline and protocol development between Health Units and Clinical Networks;
- Liaise between Clinical Networks and Health Units in regard to nursing and midwifery practices that will achieve enhanced patient journeys and population health targets;
- Participate in clinical services planning and review at State level;
- The role may be sessional in combination with clinical practice responsibilities.

Corporate Nursing: Director of Nursing and Midwifery (Level 6)

Employees classified at this level provide strategic and operational leadership, governance, and direction for the nursing/midwifery services within a Health Unit or Community Service. The focus of the role is on development and implementation of frameworks and systems within which nursing/midwifery employees practice, and on monitoring and evaluating clinical practice and service delivery standards. The role scope at this level may be required to extend across more services than nursing/midwifery.

Employees in this role accept accountability for the governance and practice standards of nurses/midwives; the development and effectiveness of systems to support, evaluate and consistently improve nursing/midwifery practice and healthy work environments and the cost effective provision of health services within their span of control.

Employees in this role will undertake a substantial number of the following:

- Provide corporate professional nursing/midwifery advice, direction, and governance for a specified Health Unit or Community Service;
- Provide corporate management of nursing/midwifery services for a specified Health Unit or Community Service;
- Develop and implement a corporate nursing/midwifery professional practice framework;
- Develop and/or implement corporate administrative and risk management frameworks;
- Undertake financial budgeting and management within a culture of due diligence;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to nursing/midwifery practice and health service needs;
- Develop and guide the use of information systems to inform decision making, manage practice, store corporate knowledge and convey information to staff;
- Establish standards for human resource systems implementation including processes and standards of nursing/midwifery staff recruitment, performance, development and retention.
- Lead, coach, coordinate and support direct reports;
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Contribute to and/or negotiate organisation budget and activity profiles;
- Lead innovation, change processes, and coordinated responses to emerging service and workforce needs;
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role;
- May be required to manage or oversee an organisational/regional portfolio or long term and/or significant project;
- May be required to provide executive level management of services other than nursing/midwifery for a specified Health Unit or Community Service.

In addition to the core role requirements of employees at Level 6, a number of factors have impacts on the range of roles at this level. These include the size, breadth and complexities of the services that the role is required to lead, and the nature of the structural support for enacting the role. The Level 6 role DON is applied across a range of levels according to the following combinations of criteria:

Level 6.1 has a substantial number of the following characteristics but is not limited to:

- Inpatient facilities that may have variable or no occupancy levels;
- Ambulatory/outpatient services;
- Primary health services and GP support;
- Emergency service for a specific local community;
- Role manages local clinical and support services;
- Role may include substantial direct clinical care provision;
- There are no administrative or support service manager roles in place to Support the Level 6 role.

Level 6.2 has a substantial number of the following characteristics but is not limited to:

- Inpatient facilities with capacity for consistent occupancy levels;
- A small range of clinical services influencing activity levels;

- Primary health services and GP support;
- Some hospital substitution services;
- Support for occasional surgical services and some visiting specialist services.
- May include Midwifery service;
- Emergency services for a specified area;
- Role is required to manage local clinical and support services;
- There is limited administrative and/or support service management for the level 6.2 role;
- Role is required to manage within more than one funding source and/or jurisdiction;
- Role may be required to oversee a second Health Service of equal or less size;
- Role may be extended to include EO/CEO responsibilities.

Level 6.3 has a substantial number of the following characteristics but is not limited to:

- Inpatient, ambulatory and outpatient services covering secondary level medical treatments and surgical services and/or mental health;
- Primary health and GP support services;
- Support for diagnostic services and/or linked community health services;
- Hospital substitution services and/or chronic disease management services;
- Emergency services, for a specified area;
- May include Midwifery/paediatric services;
- Support for some local and a limited range of visiting specialist services.
- Role provides professional leadership to nursing/midwifery services;
- Role works with more than one funding source and/or jurisdiction and/or more than one co-located service and/or non co-located Health Unit;
- Role may be required to manage additional clinical and/or support services;
- Role may be required to manage more than one organisation or service and/or
- Role may be required to provide leadership to a Level 5.1/5.2 role within an amalgamation of organisations (i.e. on another site);
- Role may be extended to include EO/CEO responsibilities.

Level 6.4 has a substantial number of the following characteristics but is not limited to:

- Secondary inpatient and outpatient services across a range of specialties;
- Support for general surgical services, secondary medical, GP and some specialist medical services that may be provided by visiting specialists;
- Primary health services and/or community programs including Hospital Substitution and/or chronic disease management;
- Emergency services for a specified coverage area and/or designated country trauma centre;
- Specialist and/or local region referral services;
- Some teaching, training and research services;
- Role may be extended to include EO/CEO responsibilities.

Level 6.5 has a substantial number of the following characteristics but is not limited to:

- Wide range of primary, secondary and specialist services;
- General Hospital and/or Specialist Hospital or Community Service;
- Majority of acute non-tertiary services for catchment population;
- Specialist referral centre for specific services;
- Teaching, training and research services;
- Designated elective surgical services.

Level 6.6 has a substantial number of the following characteristics but is not limited to:

- Wide range of primary, secondary and tertiary clinical services;
- Tertiary and/or Specialist Hospital;
- Majority of health services for catchment population;

- Specialist referral centre/s and clinical network supports;
- Teaching, training and research departments;
- Range of clinical support services;
- Designated regional role/influence expectations;
- Nursing/midwifery policy and executive advice functions.

Level 6.7 has a substantial number of the following characteristics but is not limited to:

- Full range of secondary and tertiary clinical services;
- Major Tertiary Hospital with Intensive Care Departments/Retrieval Services;
- Majority of tertiary services for catchment population;
- Range of specialist referral centres and clinical network supports;
- Teaching, training and research departments;
- Range of clinical support services;
- Regional role/influence;
- Nursing/midwifery policy and executive advice functions.

SCHEDULE 2

ADMINISTRATIVE SERVICES STREAM CLASSIFICATION CRITERIA

Level 1 (ASO-1). At level 1 positions may have the following features:-

First level positions develop and change in accordance with the experience and competence of individual employees.

Work will initially require completion of standardised work routines. The work has clearly defined objectives with performance outcomes being readily observable or able to be closely monitored.

As individual employees develop more experience and knowledge they exercise greater judgement, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.

Positions at this level progressively involve an employee in a range of activities requiring the use of:

- written and numeric skills;
- clerical skills;
- written and verbal communication;
- equipment skills (eg. keyboard); and other work skills appropriate to the discipline.

These skills are readily transferable between organisations.

Characteristics of Level 1

Knowledge/Experience

- basic knowledge of clerical and administrative practices and procedures;
- some knowledge of relevant agency operations and the work discipline;

Responsibility

- require a limited degree of initiative and judgement;

Environment

- ready access to advice or assistance;
- induction level for the stream;
- adherence to instructions, established practices, procedures, and guidelines;
- continued on the job training and development of employees at this level;
- work outcomes are closely monitored.

Level 2 (ASO-2). At level 2 positions may have the following features:-

Second level positions involve achieving clearly defined outcomes and/or problem solving; the position contributes specific knowledge or skills or information to the work of the agency. The position is distinguished from the first level by the nature, scope and complexity of the function.

The position is distinguished from the first level by reason of the nature, scope and complexity of the function being greater than positions at Level 1 i.e. the responsibility for receiving work, determining the priorities to ensure end results are achieved.

This level of work is identified by particular work factors such as:

- the consequences of decisions;
- the level of communication skills required;
- the nature and importance of the judgements exercised;
- the complexity of the work and the size of the work organisation.

Characteristics of Level 2

Knowledge/Experience

- Knowledge of established work practices and procedures;
- general discipline knowledge and experience;
- working knowledge of agency operations;

Responsibility

- requires the application of initiative and/or judgement;
- undertake responsibility for a minor agency function;
- perform a discrete group of activities on an individual basis;

Environment

- general direction;
- scope for interpreting the rules, regulations, guidelines, instructions and procedures;
- agency size may impact upon involvement in activities i.e. in a small agency positions may involve a range of activities but in large agency may involve fewer activities but in greater depth;
- work outcomes are normally monitored.

Level 3 (ASO-3). At level 3 positions may have the following features:-

Third level positions require previous experience and particular knowledge or skills in order to undertake work which requires responsibility for a range of functions or requires interpretation and detailed knowledge of standard procedures and practices.

Positions are required to contribute expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

General features of positions at this level indicate the use of knowledge, judgement and work organisation skills acquired through previous employment or through post secondary education.

Positions involve a range of work functions or contribute to interpretation and administration of matters for which there are not clearly established practices or procedures.

Characteristics of Level 3

Knowledge/Experience

- broad knowledge of the agency's functions and activities;
- sound knowledge of the major activity performed within the work area;
- may have attained a required level of knowledge in a particular discipline through post secondary education;

Responsibility

- have responsibility for one or more minor functions within an agency;

- may set outcome objectives;
- be required to exercise initiative and judgement;

Environment

- is the appointment level for duties which are complex and specialised requiring the development of expertise over time and previous knowledge or skills;
- may exercise initiative in the application of established practices or procedures.

Level 4 (ASO-4). At level 4 positions may have the following features:-

Fourth level positions demand responsibility for particular function(s) within an agency, contribute a demonstrated level of knowledge/experience and will be expected to operate with a degree of autonomy.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. In addition, positions will contribute knowledge to agency programme activities and/or policy and require the use of skills and techniques appropriate to the work discipline.

The work requires:

- the co-ordination of a range of agency functions;
- the identification of potential or desired outcomes;
- the contribution of critical knowledge or skills and the exercising of judgements and/or delegated authority in areas where precedents or procedures are not clearly defined.

The position may have impact that extends to the community and other agencies or have significant day to day administrative responsibilities within an agency.

Characteristics of Level 4

Knowledge/Experience

- knowledge of agency programmes, policies and activities;
- sound discipline knowledge gained through experience, training or education;
- knowledge of the role of agency structures and/or service functions;

Responsibility

- responsibility for a range of functions within an agency;
- exercise administrative responsibility for a unit of agency activity;
- undertake minor projects which may have impact on agency operations but have limited management significance;
- exercise initiative and judgement where procedures are not clearly defined;
- identification of specific or desired performance outcomes;

Environment

- limited direction;
- work within broadly defined guidelines; and
- exercise a degree of autonomy in the discharge of duties.

Level 5 (ASO-5). At level 5 positions may have the following features:-

Fifth level positions demand demonstrated experience and competence in the appropriate discipline(s). Important features include the level of responsibility for decision-making; the

exercise of judgement and delegated authority; the provision of expert advice, consultation and assistance relevant to the discipline(s) involved.

Positions work under limited direction and are identified by:

- the impact on the activities undertaken or outcomes achieved by the agency;
- the functions and/or activities undertaken by other agencies and/or sections of the community served by the agency.

Characteristics of Level 5

Knowledge/Experience

- discipline knowledge gained through experience, training or education;
- knowledge of agency programme activities and government policies;
- knowledge of organisation structures or functions;

Responsibility

- provide advice on matters of some complexity within the discipline(s);
- approve documentation to ensure statutory requirements are met;
- undertake significant projects requiring the use of analytical skills and preparation of written reports with recommendations;
- negotiate on matters of significance within the agency, with other bodies or agencies and members of the public;
- control and co-ordinate elements of a total agency programme;
- may undertake the span of duties for a single function within a discipline, including problem definition, planning, execution of judgement and delegated authority and analysis of results.
- contributes to the development of new techniques and methodology;
- undertake duties which involve more than one discipline within an agency;
- may provide consultancy services to agencies for a specific range of activities.

Environment

- limited direction given;
- may operate as either a member of specialist or multi-disciplinary team or independently;
- works within the prescribed limits, scope and objectives of an activity/project;
- selects methods and techniques based on sound judgement;
- may report directly to a client.

Level 6 (ASO-6). At level 6 positions may have the following features:-

Sixth level positions control and/or co-ordinate projects or programmes within an agency in accordance with corporate goals, and require the development, implementation and evaluation of agency activities. Positions require significant levels of discipline knowledge and competence and the work is an extension of the previous level.

The scope of the position may influence state, regional or local office operations, and require:-

a significant level of responsibility and decision making;
the exercise of judgement and delegated authority;
the provision of expert advice, consultation and assistance;
and policy advice relevant to the discipline involved under limited direction.

Characteristics of Level 6

Knowledge/Experience

- general knowledge of government policy and agency procedures;
- requires a significant level of discipline knowledge and competence gained through experience, training or education;

Responsibility

- review operations to determine their effectiveness;
- provide advice on policy matters and contribute to its development;
- develop, implement and evaluate significant work programmes;
- control and co-ordinate programmes within an organisation in accordance with its corporate goals;
- provide a consultancy service to a wide range of clients;
- undertake duties of more sensitive, innovative, novel, complex, and/or critical nature under limited direction;

Environment

- authority exercised is limited by rules, procedures, regulations or agency operating instructions;
- scope of the position may influence state, regional or local office operations; and
- broad direction given.

Level 7 (ASO-7). At level 7 positions may have the following features:-

Seventh level positions are required to plan and implement agency objectives within the context of established corporate goals. They require a comprehensive discipline knowledge; significant expertise and competence; the ability to formulate, implement, monitor, and evaluate projects and programmes within broad direction only.

Positions at this level impact significantly upon agency objectives and goals, and contribute towards the development of government policy.

Work at this level is distinguished by its focus which is directed to a particular community or agency programme or objective and/or its impact on service wide programme delivery.

The level of the position is affected by the complexity and diversity of the operating environment in which it is located. That is, positions at level 7 can be distinguished from positions at level 6 by reason of the greater nature, scope and complexity of the function.

Characteristics of Level 7

Knowledge/Experience

- detailed knowledge of government policy, agency procedures and practices;
- application of a high level of discipline knowledge;

Responsibility

- administer complex policy matters;
- devise and implement on-going plans and programmes for significant government policy areas or agencies;
- plan and implement agency objectives within corporate goals;
- initiate and formulate agency programmes;
- implement, co-ordinate and deliver agency programmes to achieve agreed objectives;

Environment

- significant delegated authorities;
- scope of the position may be state wide or service wide;
- autonomy in determining methodology and responsibility for outcomes within broad parameters.

Level 8 (ASO-8). At level 8 positions may have the following features:-

Eighth level positions are responsible for a major programme or programmes at the statewide level or are of critical importance to the agency operating within broad policy guidelines.

There is a demand for very high levels of discipline expertise and experience combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives of the agency or of other agencies.

This level requires:

- a capacity for original thinking;
- creativity;
- the exercise of significant levels of independent judgement; and
- the exercise of delegated authority as required.

Characteristics of Level 8

Knowledge/Experience

- detailed knowledge of government policies and procedures, and their application in relation to agency operations;
- very high level of discipline knowledge;

Responsibility

- may be responsible for service wide function;
- management of significant resources;
- broad direction only;
- significant role in the development of policies and setting objectives for work area;
- may provide a specialist consulting service within or across agencies;
- interpret, review and implement policy instructions;
- undertake complex project work;
- monitor the appropriateness of organisational design;
- formulate policies and plans for staff and organisational development;
- evaluate the results of programme activities against state objectives.

Environment

- impact of decisions is significant within the operations of the work area and the agency; and
- significant delegated authorities.

MANAGEMENT STRUCTURE CLASSIFICATION CRITERIA

Group Definition Management Structure

The Management Structure provides for employees, who primarily:

Have specific responsibility and accountability for either a major agency function or a series of significant agency functions. This requires Managers to:

- determine operational policy and procedures for their work unit within the framework of agency requirements.
- ensure the timeliness, effectiveness, quality and efficiency of their work unit.
- have significant independence of action including the use, allocation and management of both financial and human resources within the constraints or guidelines laid down by Executive Management. - undertake Personnel Management functions including planning, developing and implementing programmes associated with equal employment opportunity, occupational health and safety, and staff development and counselling within the functional area of responsibility.

Report directly to Executive (EL) levels or to be the Chief Executive and work under broad direction while exercising significant levels of independent judgement. The use of EL levels in this clause includes those positions which have a salary equivalent to or higher than EL levels but are not classified as such.

Have responsibilities that would warrant classification at or above the sixth level and (ASO-6) in the Administrative Services Stream.

Administrative Management Work Level Definitions

Having identified that a position satisfies the above definition, it is necessary to determine at which of the three levels the position should be classified. To assist in differentiating between the three Management levels, the following Work Level Definitions will apply.

Management Administrative Services Level 1 (MAS1)

Positions at this level would report to an Executive Level position and would normally be required to manage a small to medium sized branch or unit, responsible for a major agency function or a series of smaller agency functions.

The position would operate under limited direction and would require a high degree of discipline knowledge. Work at this level may influence state, regional or local office operations and there would also be a requirement for the exercise of significant levels of decision making, judgement and the exercise of delegated authority.

Manager Administrative Services Level 2 (MAS2)

Positions at this level would report to an Executive Level position and would have responsibility for managing a large branch or unit encompassing a major agency function or a series of major agency functions.

Work at this level is undertaken with limited direction in relation to priorities and the detailed content of the task. In addition, this level requires a high degree of discipline knowledge, a detailed knowledge of both Government policies and procedures and of their application in relation to agency operations.

Manager Administrative Services Level 3 (MAS3)

Positions at this level would report to an Executive Level or in some cases to the Chief Executive and would have responsibility for Managing a very large scale operation or a function of critical importance to the agency and the service.

Work at this level would require original thinking, creativity, the exercise of delegated authority. In addition, work at this level would be undertaken usually under very broad direction only and would involve responsibility for a major programme or programmes which have a significant impact beyond the agency itself.

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