



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Nursing And Midwifery Accreditation Council Ltd T/A  
Australian Nursing And Midwifery Accreditation Council Ltd**  
(AG2022/4894)

## **AUSTRALIAN NURSING AND MIDWIFERY ACCREDITATION COUNCIL ENTERPRISE AGREEMENT 2022-2025**

Clerical industry

COMMISSIONER JOHNS

MELBOURNE, 1 DECEMBER 2022

*Application for approval of the Australian Nursing and Midwifery Accreditation Council  
Enterprise Agreement 2022-2025*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Nursing and Midwifery Accreditation Council Enterprise Agreement 2022-2025* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Australian Nursing and Midwifery Accreditation Council Ltd T/A Australian Nursing And Midwifery Accreditation Council Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 December 2022. The nominal expiry date of the Agreement is 31 March 2025.



COMMISSIONER

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Australian  
**Nursing & Midwifery**  
Accreditation Council

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# Australian Nursing and Midwifery Accreditation Council Limited

Enterprise Agreement 2022 - 2025

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## Part A Application & operation of Agreement

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### 1. Title

- 1.1. This Agreement will be known as the *Australian Nursing and Midwifery Accreditation Council (ANMAC) Ltd Enterprise Agreement 2022 – 2025* (the Agreement).

### 2. Coverage

- 2.1. This Agreement applies to and covers all employees except for the Chief Executive Officer and any employees on an individual employment contract.
- 2.2. In this Agreement, the term ‘employees’ includes managers and executive level employees, unless otherwise specified.

### 3. Purpose

- 3.1. This Agreement supports ANMAC to meet its functions, which include promoting harmonious, productive and cooperative workplace relations and ensuring compliance with local, state/territory and national workplace laws.
- 3.2. This Agreement directly supports ongoing changes made in ANMAC’s work, organisation and performance. It also recognises the functions and operations ANMAC performs.

### 4. Commencement date and period of operation

- 4.1. This Agreement will operate from 7 days after the date of approval of the Fair Work Commission and will nominally expire on 31 March 2025. After this date, the Agreement will continue to be binding on the parties until it is terminated or replaced by a new Agreement.

### 5. Definitions

- 5.1. **Agreement** – means the enterprise Agreement, the *Australian Nursing and Midwifery Accreditation Council Ltd Enterprise Agreement 2022 – 2025*.
- 5.2. **ANMAC**—Australian Nursing and Midwifery Accreditation Council Ltd, being the employer.
- 5.3. **ATO**—Australian Taxation Office.
- 5.4. **Bullying and harassment**—bullying and harassment at work is unreasonable and repeated behaviour directed at an individual or group of people. It can be written or verbal. It includes humiliation, abuse, spreading rumours and/or gossip.  
– Source: Fair Work Ombudsman
- 5.5. **Carer**—people who provide personal care, support and assistance to someone who needs support due to disability, a medical condition, including terminal or chronic illness, mental illness or is frail and aged.  
– Source: Carer Recognition Act 2010 (Cwlth)
- 5.6. **Casual employee**—is a person who accepts an offer for a job from ANMAC

knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work. Casual employees are:

- a. paid by the hour;
- b. will receive a 25% loading in lieu of entitlements such as personal/carer's leave, annual leave, public holidays and redundancy payments; and
- c. will not accrue continuity of service for the purposes of calculating any employment related benefits, other than long service leave.

5.7. **Disciplinary action**—action by ANMAC to discipline an employee. May include one or a combination of:

- formal censure or counselling
- training or retraining
- written warning
- formal written warning
- termination of employment without notice (in the case of serious misconduct only).

5.8. **Dispute**—disagreement or difference between people or groups of people on a matter involving the application of this Agreement or the National Employment Standards in the *Fair Work Act 2009* (Cth) or pertaining to the relationship between employer and employee. A dispute may arise when one party makes a claim and the other party rejects it.

5.9. **Eligible casual employee**—a casual employee employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months<sup>1</sup> and who has, but for a pregnancy or the decision to adopt a child, a reasonable expectation of ongoing employment

5.10. **Employee**—a person employed directly with ANMAC in a permanent ongoing role, on a temporary or fixed-term contract, or on a casual basis, who falls within the salary classification structure in Appendix 1.

5.11. **FWC**—Fair Work Commission.

5.12. **Fair Work Act**—the *Fair Work Act 2009* (Cth).

5.13. **Family and domestic violence** – means violent, threatening or other abusive behaviour by an employee's close relative that:

- a. seeks to coerce or control the employee
- b. causes them harm or fear.
- c. A close relative is, an employee's:
  - i. spouse or former spouse
  - ii. de facto partner or former de facto partner
  - iii. child
  - iv. parent
  - v. grandparent
  - vi. grandchild
  - vii. sibling
  - viii. an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
  - ix. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 5.14. **Full-time employee**—an employee engaged to work an average of 37.5 hours of regular time per week.
- 5.15. **Grievance**—a specific, formal notice of employee dissatisfaction expressed through an identified procedure.
- 5.16. **Home-based work**—when work takes place largely or exclusively in, or from, an employee’s own home rather than in a conventional office setting.
- 5.17. **Immediate family**
- spouse, de facto partner including same sex partners, child, parent, grandparent, grandchild or sibling of the employee, or
  - child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - And includes the generally accepted lifestyles of society and includes any person dependent on the employee for care or support such as fostering (or parenting order) or traditional kinship without discrimination in interpretation as to race or sexual preference.
  - Note: A former spouse and a former de facto partner are considered immediate family members.
- 5.18. **Job sharing**—a flexible work option in which two or possibly more employees share a single job.
- 5.19. **Letter of appointment** – a letter provided by the employer to an employee that sets out terms and conditions of employment, in addition to those already provided for in the Agreement.
- 5.20. **Misconduct**—behaviour inconsistent with the Employee’s contract of employment or breaches of the Employer’s workplace policies including the Code of Conduct.
- 5.21. **National Employment Standards**—the National Employment Standards in the *Fair Work Act 2009* (Cth).
- 5.22. **National Law** — *Health Practitioner Regulation Law Act 2009*, as in force in each Australian State and Territory.
- 5.23. **Part-time employee**—an employee engaged to work regular ordinary hours of less than 37.5 hours per week who is entitled to all the benefits of this Agreement on a pro-rata basis, except where otherwise provided.
- 5.24. **Party**—a party covered by this Agreement, being ANMAC, an employee or employees, or a union. ‘Parties’ is a collective reference to all parties covered by this Agreement, except where the context indicates otherwise.
- 5.25. **Permanent employee**—an employee engaged on a continuing basis. A permanent employee may be engaged as a full-time or part-time employee.
- 5.26. **Preserved**—the preserving of an entitlement.
- 5.27. **Registered health practitioner**—an individual who is registered under the National Law to practise a health profession, other than as a student, or holds a non-practising registration in a health profession under the National Law.
- Source: Australian Health Practitioner Regulation Agency
- 5.28. **Rostered day off**—a paid day that an employee does not have to work.
- 5.29. **Serious misconduct**
- wilful or deliberate behaviour by an employee that is inconsistent with the



continuation of their contract of employment

- conduct that causes serious and imminent risk to the:
- health and safety of a person's reputation, viability or profitability of the employer's business
- theft, fraud or assault by the employee in the course of their employment
- being under the influence of alcohol or drugs
- refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

– Source: Fair Work Regulations

- 5.30. **Time off in lieu**—an arrangement where an employee is given paid time off work instead of being paid overtime hours.
- 5.31. **Unsatisfactory performance**—persistent and serious failure of the employee to perform the work of the position or appointment at a reasonably required level.
- 5.32. **Working away from the office**—employees working for payment from their homes or another premise of their choosing, rather than the workplace, that results in a product or service specified by the employer.

– Source: *International Labour Organisation*

## 6. Operation of this Agreement

- 6.1. This Agreement is a comprehensive statement of the terms and conditions of employment at ANMAC.
- 6.2. This Agreement operates to the exclusion of, and wholly replaces, all Award and Enterprise Agreements.
- 6.3. Entitlements set out in the National Employment Standards (NES) in the *Fair Work Act 2009* (Cth) also apply. Where this Enterprise Agreement also has provisions regarding matters in the NES, and the NES is more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.
- 6.4. The parties agree that there will be no further claims in respect to matters contained in this Agreement, except for those claims provided for under the terms of this Agreement.
- 6.5. The operation of this Agreement and employment at ANMAC generally will be supported by ANMAC's policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.
- 6.6. Policies, procedures and guidelines supporting the operation of this Agreement, and employment at ANMAC generally, may be made or varied from time-to-time following consultation with the parties to the Agreement. They will apply in the form they are in at the time of relevant action and/or decision.
- 6.7. Disputes and grievances over the content, application or interpretation of policies, procedures or guidelines that support the operation of this Agreement are subject to the Agreement's dispute resolution procedures.
- 6.8. To avoid doubt, such policies, procedures or guidelines are not incorporated by reference into this Agreement within the meaning of Section 180(2) of the *Fair*

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*WorkAct 2009 (Cth).*

- 6.9. ANMAC is committed to continue, and build on, current levels of employee engagement and consultation. ANMAC will also encourage the ongoing facilitation of local workplace consultation.
- 6.10. In any matter arising under this Agreement, an employee may have an employeerepresentative (union or non-union) of their choice to assist or represent them.
- 6.11. The parties agree to start negotiations for a new Agreement no later than three months before the nominal expiry date of this Agreement, unless otherwise agreed.

## **7. Flexibility Term**

- 7.1. An employer and employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - a) the Agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. leave loading; and
  - b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 3.1 a); and
  - c) the arrangement is genuinely agreed to by the employer and employee.
- 7.2. The employer must ensure that the terms of the individual flexibility arrangement:
  - a) are about permitted matters under section 172 of the *Fair Work Act 2009 (Cth)*; and
  - b) are not unlawful terms under section 194 of the *Fair Work Act 2009 (Cth)*; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3. The employer must ensure that the individual flexibility arrangement:
  - a) is in writing; and
  - b) includes the name of the employer and employee; and
  - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - i. the terms of the enterprise Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 7.4. The employer must give the employee a copy of the individual flexibility arrangement

within 14 days after it is agreed to.

7.5. The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing — at any time.

## 8. Consultation Term

8.1. This term applies if ANMAC:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to ANMAC business that is likely to have a significant effect on employees, or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### Major change

8.2. For a major change referred to in clause 8.1 to take place:

- a) the employer must notify relevant employees of the decision to introduce the major change, and
- b) Clauses 8.3 to 8.9 apply.

8.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.4. If:

- a) a relevant employee appoints, or relevant employees appoint, the representative for purposes of consultation, and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.5. As soon as possible after making its decision, the employer must:

- a) Discuss with relevant employees:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures ANMAC is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion – provide, in writing, to the relevant employees:
  - i. all relevant information about the change, including the nature of the change proposed; and
  - ii. information about the expected effects of the change on employees; and
  - iii. any other matters likely to affect the employees.

8.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.7. The employer must give prompt and genuine consideration to matters raised about the major change by relevant employees.

8.8. ~~If a term in this Agreement provides for a major change to production, program,~~

organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2 (a) and subclauses 8.3 and 8.5 are taken not to apply.

- 8.9. In this term, a major change is *likely to have a significant effect on employees* if it results in:
- a) the termination of employment of employees; or
  - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs

**Change to regular roster or ordinary hours of work**

8.10. For a change referred to in paragraph 8.1 (b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 8.11 to 8.15 apply.

8.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

- a) If a relevant employee or employees:
- b) appoint a representative for the purposes of consultation; and
- c) the employee or employees advise the employer of the identity of the representative;

then the employer must recognise the representative.

8.12. As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
  - i. all relevant information about the change, including the nature of the change; and
  - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.13. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.14. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.15. In this term:

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***relevant employees*** means the employees who may be affected by a change referred to in subclause 8.1.

## 9. Dispute resolution Term

9.1. If the dispute relates to a:

- a) matter arising under this Agreement, or
- b) minimum entitlement under the National Employment Standards

this term sets out procedures to settle the dispute.

9.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

9.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

9.5. The Fair Work Commission may deal with the dispute in 2 stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

9.6. While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## 10. Posting of Agreement

10.1. All employees will be advised on how and where to access this Agreement.

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## Part B Workplace environment

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### 11. Workplace health and safety

- 11.1. The parties to this Agreement are committed to continuous improvement in workplace health and safety outcomes.
- 11.2. ANMAC will consult with employees on workplace health and safety matters.
- 11.3. ANMAC will establish and maintain a workplace health and safety working group.
- 11.4. The parties to this Agreement are committed to preventing workplace bullying and harassment by ensuring all employees are treated with respect and dignity.
- 11.5. ANMAC will provide access to a confidential, professional counselling service at no cost to employees and their families to help resolve personal and work-related issues.

### 12. Working arrangements

- 12.1. ANMAC recognises that allocating work must consider an employee's hours of work, health, safety and welfare. Work will be allocated so it does not require an employee to work outside of ordinary bandwidth hours 8.00 am to 6.00 pm, Monday to Friday, weekends, public holidays or to work shifts.
- 12.2. ANMAC employees at level 3 or above, may be required by their manager to work reasonable additional hours where:
  - such work is unavoidable because of work demands and where ANMAC gives reasonable notice of the requirement to work overtime, or
  - due to an emergency, it is not possible to provide reasonable notice.
- 12.3. When an employee is required by ANMAC to work reasonable additional hours outside bandwidth hours, and these have been approved by the employee's manager, the employee will be compensated by being provided with time off in lieu, in accordance with Clause 53.

### 13. Flexible working arrangements

- 13.1. Requests for flexible working arrangements form part of the National Employment Standards under the *Fair Work Act 2009* (Cth).
- 13.2. ANMAC is committed to providing flexible working arrangements to help all employees attain an appropriate balance between work and personal lives.
- 13.3. Employees may request flexible working arrangements, including hours of work, patterns of work and location of work, if they are:
  - a carer, as defined under the Carer Recognition Act
  - disabled
  - 55 years of age or older
  - experiencing violence from a family member

- provide care to, or support for, a member of their household or immediate family who requires care and support because of family or domestic violence
  - other reasons as deemed appropriate by management.
- 13.4. Managers and employees will work together to ensure the flexible working arrangements in this Agreement are used to achieve working patterns that help:
- provide a balance between work and personal life
  - identify opportunities for improved productivity
  - minimise the need for employees to work outside bandwidth hours.
- 13.5. Flexible working arrangements include, but are not limited to:
- part-time work
    - Refer to 'Forms of Employment' section.
  - working away from the office

Subject to operational requirements, employees may request to work away from the office on a regular, temporary or intermittent basis. When approving this arrangement, the employee's manager must ensure:

    - the role suits working away from the office
    - there are productivity gains from the employee working away from the office
    - approved workplaces comply with work health and safety legislation and ANMAC's work health and safety policies.
    - When an employee asks to work from somewhere other than their home or place of residence, the manager will consider the request on a case-by-case basis, including the need to comply with the terms in this clause.
  - job sharing

Subject to operational requirements, employees may request a job-sharing arrangement between two or more employees.

    - the details of such an arrangement will be agreed in writing between the manager and the employees involved.
    - an employee working under a job-sharing arrangement is a part-time employee and will be subject to the same terms and conditions of employments as a part-time employee (refer to Clause 16, 'Part-time employment').
  - transition to retirement

Employees aged 60 and over who are approaching retirement may negotiate with their manager to work part-time until retirement. An employee and their manager will agree on the details after considering the options available. Some options will be more appropriate than others depending on the role and operational requirements. Options include:

    - phased part-time work
    - purchased leave



- leave without pay
- use of existing leave entitlements.
- use of leave provisions
  - Refer to the 'Leave' section.
- individual flexibility arrangements

In addition to the flexible work provisions outlined in this Agreement, an employee, with the approval of their manager, may enter into an individual flexible working Agreement, including hours of work, patterns of work and location of work, as follows:

  - ad hoc and occasional arrangements
  - short-term arrangement—between two weeks and six months
  - permanent arrangement—more than six months.

All requests for flexible working arrangements must be put in writing and approved by an employee's manager.

13.6. If an employee applies to access any flexible working arrangement and the request is denied, the manager must provide the employee with the reason in writing and discuss with the employee alternatives available.

## Part C Terms of employment

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### 14. Letter of Appointment

14.1. At the time of engagement, ANMAC will provide each employee with written advice on the terms of their employment. Each employee at the time of engagement will be provided with the Fair Work Information Statement and if they are a casual employee, a copy of the Casual Employee Fair Work Information Statement. Employees will be given a copy of this Agreement and a letter of appointment, that:

- specifies if they are a permanent, full-time, part-time, fixed-term, temporary or casual employee and what arrangements apply
- outlines the duties of the position
- details hours and days of work
- details the resources that will be provided by ANMAC necessary to perform the role
- specifies, pursuant to this Agreement,
  - classification and salary rate of the position
  - probationary period
  - Superannuation
  - confidentiality requirement
  - other relevant details attached to the employment arrangement.

## **15. Full-time employment**

- 15.1. Full-time employees have ongoing employment and work 37.5 hours per week. This equates to a standard day of 7.5 hours and is exclusive of a meal break of 0.5 hours.

## **16. Part-time employment**

- 16.1. A part-time employee is engaged to work regular ordinary hours of less than 37.5 hours per week who is entitled to all the benefits of this Agreement on a pro-rata basis, except where otherwise provided.
- 16.2. At the time of engagement, the employee and their manager will agree in writing on any arrangements for part-time work, including the regular pattern of work (specifying the number of hours to be worked each day, the days of the week the work will be performed, and start and finish times). These arrangements can be varied by written Agreement between the parties.

## **17. Fixed-term employment or temporary employment**

- 17.1. An employee may be engaged on a fixed-term or temporary employment basis, either full time or part time.
- 17.2. Employees will be engaged on a fixed-term or temporary basis for:
- a specified term, or
  - the duration of a specified task.
- 17.3. A temporary employee will not normally be engaged as such for a period longer than two years.
- 17.4. Where ANMAC decides to renew or extend a temporary position beyond its expiry date, further employment will be offered provided the employee was initially employed through a competitive selection process and their performance has been satisfactory.

## **18. Casual employment**

- 18.1. A casual employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours.
- 18.2. A casual employee must be engaged for a minimum of three consecutive hours each work period.
- 18.3. A casual employee will be paid for hours worked:
- at a rate equal to 1/37.5 of the appropriate weekly rate plus
  - a loading of 25% for ordinary working hours without entitlement to personal leave or annual leave.
- 18.4. Unpaid personal leave may be taken by casual employees, subject to the evidentiary and notice requirements detailed in clause 38.
- 18.5. Casual employees are not entitled to any payment for their non-attendance.

- 18.6. ANMAC must not fail to re-engage a casual employee because that employee has accessed the entitlements set out in Clause 18.4 The rights of ANMAC to engage or not engage a casual employee are otherwise not affected.
- 18.7. An employee who is employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for a pregnancy or the decision to adopt a child, a reasonable expectation of ongoing employment will be classified as an Eligible Casual Employee. These employees may be eligible for additional entitlements.

## **19. Probation**

- 19.1. An employee may be subject to either a three- or six-month probation period, unless ANMAC considers another period to be reasonable. The probation period may be extended beyond three months in certain circumstances but not beyond six months.
- 19.2. The employee must be notified, in writing, of the details of the probation period.
- 19.3. A probationary period will apply to a temporary position (the length depending on the contract term).
- 19.4. ANMAC may terminate an employee's employment without notice or reason during an employee's probationary period.

## **20. Hours of work**

- 20.1. The ordinary hours of work for a full-time employee are 37.5 hours per week. This equates to a standard day of 7.5 hours and is exclusive of a meal break of 0.5 hours.
- 20.2. The bandwidth of hours in which an employee may work their ordinary hours is 7.00 am to 6.00 pm, Monday to Friday not including public holidays.
- 20.3. ANMAC's business hours are 9.00 am to 5.00 pm, Monday to Friday not including public holidays.
- 20.4. Public holidays are paid to full-time and part-time employees only, and only when a public holiday falls on a regular working day of the employee in the state of their regular working location.
- 20.5. Casual employees and employees on unpaid leave are not entitled to be paid for public holidays.
- 20.6. The Chief Executive Officer and an employee may agree on the substitution of a day or days that would otherwise be a gazetted public holiday, having regard to operational requirements.

## **21. Meal breaks**

- 21.1. An employee is entitled to a meal break of not less than 30 minutes if working longer than five hours in one work period. A meal break will not be counted as time worked.

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## Part D Salary

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### 22. Salary classifications

- 22.1. Salary classifications and rates applicable during the term of this Agreement are provided in **Appendix 1**.
- 22.2. Upon commencement of employment at ANMAC, an employee's salary level will be at the bottom of the salary level for the position, unless higher salary within the level is authorised by the Chief Executive Officer. Factors that may influence salary level at ANMAC include experience, qualifications and skills.
- 22.3. An employee's salary will be reviewed annually as part of the employee's annual performance appraisal.
- 22.4. ANMAC employees will receive a salary increase of 3% a year, effective from the first pay period in July each year for the term of this Agreement.

### 23. Salary advancement

- 23.1. Salary level advancement within each classification will be based on an employee's performance.
- 23.2. Salary advancement will occur following a successful annual performance appraisal and with approval by the Chief Executive Officer.
- 23.3. Advancement to the next salary classification can only take place if:
  - there is a position vacant at the higher position classification, and the employee has participated in a transparent recruitment process.
  - the position has been significantly modified to a higher level and advancement has been approved by the Chief Executive Officer.

### 24. Salary packaging

- 24.1. Employees may choose to sacrifice part of their salary from a selection of non-cash benefits in accordance with the applicable guide.
- 24.2. Participation in salary packaging will not affect salary for superannuation or any other purpose.
- 24.3. If an employee salary packages, they will compensate ANMAC for any Fringe Benefits Tax that ANMAC incurs as a consequence.
- 24.4. Employees should seek independent financial advice when considering salary packaging.

### 25. Payment of salary

- 25.1. Salary will be paid fortnightly in arrears.
- 25.2. Payment will be made by electronic funds transfer into a financial institution of the employee's choice.

- 25.3. ANMAC may deduct amounts from an employee's salary only when such amounts are authorised in writing by the employee.
- 25.4. ANMAC will provide the employee in writing:
- the total amount of salary entitled
  - details of deductions and allowances authorised by law
  - net amount being paid to the employee
  - superannuation contributions
  - details of funds into which superannuation contributions will be paid
  - other information required under Australian Government legislation and associated regulations.
- 25.5. Where an employee is underpaid due to an employer error and the underpayment is less than 5%, the underpayment will be paid in the salary period following the error being confirmed.
- 25.6. If an underpayment is more than 5% of the employee's fortnightly wage, ANMAC must correct the underpayment within 24 hours after the error is confirmed and confirm the correction to the employee.
- 25.7. Where ANMAC's underpayment has resulted in the employee having to pay financial institution charges, ANMAC will reimburse such costs.
- 25.8. Where an employee is overpaid an amount of salary or other remuneration, the employee authorises ANMAC to deduct the overpayment from the next salary instalment unless other arrangements are agreed.
- 25.9. If an overpayment is more than 25% of the employee's fortnightly wage, ANMAC and the employee may agree in writing on deduction by instalment to recover the overpayment. If an Agreement cannot be reached, ANMAC will deduct instalments which do not exceed 10% of an employee's salary before deductions per fortnight.
- 25.10. Where there is a delay in paying salary to an employee due to an ANMAC error, ANMAC will reimburse the employee bank charges or fees incurred as a result of the delay.
- 25.11. Upon termination of employment, salary due to an employee will be paid on the next pay date consistent with the regular payroll cycle, unless otherwise agreed.

## 26. Superannuation

- 26.1. ANMAC will make superannuation contributions on behalf of an employee to a complying superannuation fund of the employee's choice in accordance with legislation that pertains to employer superannuation contributions and as amended from time to time. From 1 July 2022 the statutory superannuation guarantee was at 10.5% that ANMAC provides to all employees.
- 26.2. The *Superannuation Guarantee (Administration) Act 1992* (Cth) has recently been amended to provide increases to the superannuation guarantee in 0.5% increments each year, to incrementally increase the superannuation guarantee to 12% from 1 July 2025.
- 26.3. ANMAC is committed to meeting its obligations under superannuation legislation and remaining consistent with other employers in relation to the superannuation

guarantee. As an additional commitment and to serve ANMAC's aim to retain and attract talented employees, ANMAC will bring forward the 12% superannuation guarantee and provide this increased payment in superannuation from the first full-pay period from the date of approval of this Agreement.

- 26.4. Where a new employee does not choose a superannuation fund, ANMAC will make superannuation payments into the employees existing super account known as the 'stapled super fund'.
- 26.5. For employees who do not choose a superannuation fund, and do not have a 'stapled super fund', ANMAC will make superannuation payments into the default superannuation fund.
- 26.6. An employee may make additional voluntary contributions to their chosen fund from their salary. On receipt of written authorisation from the employee, ANMAC must start making contributions to the fund in accordance with applicable legislation.
- 26.7. Contributions will continue while an employee is absent on any type of paid leave.
- 26.8. Contributions are not required for any absence from work without pay.
- 26.9. If an employee is absent from work due to work-related injury or sickness, contributions will continue for the duration of the absence provided that the employee, as a member of the fund, is receiving payments pursuant to workers' compensation legislation and in accordance with Clause 27, which deals with accident pay.
- 26.10. An employee may choose to sacrifice part of their salary into a complying superannuation fund. Participation in salary packaging will not affect salary for superannuation or any other purpose.
- 26.11. If the total superannuation contributions exceed the concessional cap, the employee may be subject to excess contributions tax or charges in accordance with the current superannuation rules set by the ATO. It is recognised that this is a matter for individual employees, in which they are responsible for obtaining their own financial advice around superannuation and salary sacrificing arrangements as to whether they are the right option for them.
- 26.12. If an employee contributes an additional 5% of their gross salary to superannuation, ANMAC will contribute a further 3% of gross salary superannuation in addition to the amount designated in Clause 26.2 This will only apply to employees working at ANMAC prior to 23 May 2016.
- 26.13. ANMAC will provide an employee with general information, but not financial advice, about superannuation arrangements. It is recognised that employees are responsible for obtaining their own financial advice on superannuation matters.

## **27. Accident make-up pay**

- 27.1. All employees covered by this Agreement will have access to accident make-up pay in accordance with this clause.
- 27.2. ANMAC must pay an employee accident make-up pay where the employee receives an injury for which weekly payment of compensation is payable by, or on behalf of ANMAC. This is pursuant to the appropriate workers' compensation legislation, as amended from time to time.
- 27.3. 'Accident make-up pay' is a fortnightly payment of the:
  - difference between the fortnightly amount of compensation the employee is

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paid pursuant to appropriate workers' compensation legislation, and the employee's appropriate Agreement rate, or

- where the incapacity is less than one week, the difference between the amount of compensation and the Agreement rate for that period.

Fortnightly payment means the amount the employee would have earned if they had not been receiving workers' compensation payments.

- 27.4. ANMAC must pay accident make-up pay during the incapacity of the employee, in line with workers' compensation legislation. This continues until the incapacity ceases or until 52 weeks has expired from the date of injury, whichever occurs first.
- 27.5. ANMAC's liability for accident make-up pay begins as at the date of the injury or accident, in line with the compensation payable under the appropriate workers' compensation legislation. Termination of the employee for any reason during the incapacity period in no way affects ANMAC's liability to pay accident make-up payment as provided in this clause.
- 27.6. In the event the employee receives a lump sum in redemption of weekly payments under appropriate workers' compensation legislation, ANMAC's liability to pay accident make-up pay ceases from the date of such redemption.

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## Part E Allowances and expenses

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### 28. Higher duties allowance

- 28.1. Where ANMAC requires an employee to perform the full duties of another employee in a higher classification under this Agreement for five consecutive working days or more, the employee will receive a higher duties allowance.
- 28.2. The allowance will be paid at no less than the minimum rate prescribed for the salary classification applying to the higher duties being performed, for the duration the duties are being performed.
- 28.3. Where an employee is undertaking higher duties for a period of less than one month, the higher duties allowance will not be paid for periods of leave taken during this time.
- 28.4. An employee acting in a different role within the same salary classification will receive a higher duties allowance up to 10% of their current salary, but not above the top level of the salary classification.
- 28.5. An employee already being paid a salary that is higher than the salary of the role they are to act in, will not be paid higher duties allowance.

### 29. Motor vehicle allowance

- 29.1. Executive may authorise an employee's request to use a private vehicle for official purposes if it is comprehensively insured and results in greater efficiency or less expense for ANMAC.
- 29.2. Where so authorised, employees will be paid a cents per km allowance in accordance with ATO rates, as amended from time to time. Details are in the *ANMAC Travel Guidelines*.

### 30. Travelling allowance and expenses

- 30.1. An employee required to travel in Australia or overseas for ANMAC business will be paid a per diem allowance in accordance with ATO rates, as amended from time to time unless the employee holds an ANMAC credit card or ANMAC is already paying for the travelling expenses.
- 30.2. ANMAC will arrange and pay for an employee's travel and any allowances before the employee's departure.



### **31. First aid allowance**

- 31.1. Where an employee, in addition to their normal duties, agrees to be appointed by ANMAC to perform first aid duties, the employee:
- must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification by another authorised organisation
  - will be paid an allowance of \$27 per fortnight

### **32. Fire warden allowance**

- 32.1. Where an employee, in addition to their normal duties, agrees to be appointed by ANMAC to perform fire warden duties, the employee will be paid an allowance of \$27 per fortnight.

### **33. Phone allowance**

- 33.1. Where an employee is required to use their private mobile phone or home phone extensively for work related business during their employment, the employee may be paid a fortnightly allowance as approved by executive.

### **34. Home-based allowance**

- 34.1. ANMAC may agree to allow employees located in other states to be 'home based' where there is no suitable office space available.
- 34.2. ANMAC may agree to provide home-based employees with a pro-rata amount of \$4,000 per annum, paid in equal fortnightly instalments, to cover home office expenses not already paid by ANMAC.

### **35. Health and well-being allowance**

- 35.1. ANMAC will reimburse all non-casual employees up to \$250 per annum for programs, courses, equipment etc that assist an employee's health and well-being. More details can be found in the *Health and Well-Being Policy*.

### **36. Reimbursement of expenses**

- 36.1. ANMAC will reimburse an employee their reasonable out-of-pocket expenses actually and necessarily incurred in the course of authorised duties where the expense is not already covered by an allowance.

## **Part F Leave**

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### **37. Annual leave**

- 37.1. Full-time employees are entitled to four weeks or 20 days paid annual leave a year.
- 37.2. Part-time employees are entitled to paid annual leave on a pro-rata basis.
- 37.3. Casual employees are not entitled to paid annual leave.

- 37.4. Annual leave accumulates from year to year and counts as service for all purposes.
- 37.5. Annual leave can be taken at a time determined by Agreement between an employee and their manager.
- 37.6. A loading of 17.5% will be paid at the time an employee takes annual leave. This loading also applies to pro-rata leave on termination of employment, except where the employment has been terminated on the grounds of misconduct or serious misconduct.
- 37.7. ANMAC may direct an employee to take annual leave, where the employee has accrued annual leave entitlement of more than eight (8) weeks, provided the direction is reasonable. Where ANMAC requires the employee to take annual leave, ANMAC must give the employee four weeks' notice before the leave begins.
- 37.8. Payment may be made or accepted in lieu of annual leave if these conditions are complied with:
- paid annual leave must not be cashed out if this would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks
  - each cashing out of paid annual leave must be by a separate Agreement in writing between the employee and ANMAC
  - the employee must be paid at least the full amount they would have been paid had they taken the leave they had forgone (including leave loading).
- 37.9. Annual leave is exclusive of public holidays.
- 37.10. If an employee becomes sick while on annual leave and provides a medical certificate from a qualified health practitioner, then the number of days specified in the certificate will be deducted from accrued personal leave entitlements and re-credited to their annual leave balance. Any leave loading paid on annual leave that is converted to personal leave does not need to be repaid by the employee.
- 37.11. Upon termination of employment, an employee will be paid any unused annual leave. ANMAC may deduct any annual leave paid in advance.
- 37.12. An employee accrues additional leave from the date they start at ANMAC.

## **38. Personal leave**

- 38.1. An employee is entitled to take personal leave where they:
- are ill, injured or unfit for work
  - are required to provide care or support for members of their immediate family or household because of illness or injury or an emergency
  - have obtained management approval.
- 38.2. An employee is entitled to 15 days of paid personal leave a year.
- 38.3. Untaken personal leave accumulates from year to year.
- 38.4. Part-time employees are entitled to take paid personal leave on a pro-rata basis.
- 38.5. Casual employees are not entitled to paid personal leave.
- 38.6. A medical certificate from a registered health professional is required for all absences of three working days or more.

- 38.7. Where an employee is determined to be taking excessive personal leave, ANMAC may require a medical certificate for each day of absence.
- 38.8. Where an employee's balance of personal leave is exhausted but more personal leave is required, an employee may apply to their manager to use other leave entitlements or for additional unpaid personal leave.
- 38.9. Personal leave may be taken in periods of less than a full day.
- 38.10. In certain circumstances, personal leave may be paid at half pay with approval from ANMAC Executive, and in consultation with the employee's manager. Annual and personal leave entitlements will accrue at a pro-rata rate during the period.
- 38.11. Unused personal leave will not be paid out on termination of employment.

### **39. Compassionate leave**

- 39.1. An employee is entitled to up to three days of paid compassionate leave for each occasion when a member of their immediate family or household:
- contracts or develops a personal illness that poses a serious threat to their life
  - sustains a personal injury that poses a serious threat to their life, or
  - dies.
- 39.2. An employee may take compassionate leave on each permissible occasion.
- 39.3. Compassionate leave may be taken as a single continuous three-day period, or any separate periods as agreed between the employee and their manager.
- 39.4. ANMAC may require the employee to provide evidence of the illness, injury or death in support of the request for leave.
- 39.5. Casual employees are not entitled to paid compassionate leave.

### **40. Parental leave**

- 40.1. Parental leave provisions apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 40.2. An employee who has at least 12 months continuous service with ANMAC and is the primary caregiver of a child is entitled to unpaid parental leave of up to 52 weeks in accordance with the National Employment Standards.
- 40.3. Upon request from the employee, ANMAC will agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12-month period.
- 40.4. As per clause 13 an employee returning from Parental Leave who has care of a child who is;
- Under school age; or
  - Under 18 and has a disability
- May apply in writing, for flexible working arrangements (including working part time). Approval will be granted unless the flexible work arrangements do not meet operational requirements of the work area.

- 40.5. On return from Parental Leave, an employee is entitled to return to;
- The employee's pre-parental leave position on the same employment and attendance basis prior to the leave; or
  - If the position no longer exists, an available position for which the employee is qualified and suited nearest in employment status and pay to the pre-parental leave position.

## **41. Maternity Leave**

- 41.1. An employee who is the primary carer following the birth or adoption of a child, is entitled to a continuous period of 14 weeks paid maternity leave.
- 41.2. Maternity leave may be paid fortnightly for 14 weeks, at half the rate of pay for 28 weeks or in advance in a lump sum.
- 41.3. An eligible employee is entitled to take paid maternity leave if a child is stillborn, or a live baby dies.:
- 41.4. A stillborn child is a child:
- (a) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
  - (b) who has not breathed since delivery; and
  - (c) whose heart has not beaten since delivery.
- 41.5. Superannuation will be paid on Maternity leave.
- 41.6. To ensure continuous superannuation contributions for primary caregivers who take a period of unpaid leave to care for a dependent child, ANMAC will make a lump sum superannuation contribution.
- This contribution will only be paid:
    - on the condition that the employee returns to work for ANMAC for a period of six months following their parental leave.
    - for up to a period of 38 weeks (being 52 weeks less 14 weeks in accordance with clause 43.1).
  - The superannuation contribution will be 12% on the minimum wage in accordance with the Fair Work Commission and the higher rates of superannuation ANMAC provides to employees under this Agreement.
- 41.7. For an employee to be eligible for an additional 14 weeks paid Maternity leave, the employee must complete a further 12 months continuous service after returning.

## **42. Leave for Supporting Partners**

- 42.1. An employee who is not the primary caregiver to a dependent child is entitled to take, a continuous period of four weeks paid supporting partner's leave immediately following the birth or adoption of the dependent child.
- 42.2. Supporting partner leave may be paid fortnightly for four weeks, at half the rate for eight weeks or in advance in a lump sum.
- 42.3. Superannuation will be paid on supporting partner leave

### **43. Long service leave**

- 43.1. An employee is entitled to long service leave equivalent to 13 weeks after 10 years of continuous service.
- 43.2. Long service leave will accrue on a pro-rata basis.
- 43.3. Pro-rata long service leave may be taken after five years of continuous service.
- 43.4. Employees who have accumulated six months of long service leave may be asked by the Chief Executive Officer to take such leave. The amount to be taken and the timing will be negotiated between the employee and their manager.
- 43.5. An employee may request in writing payment in lieu of long service leave.
- 43.6. Long service leave is paid out upon termination of employment after five years' continuous service.

### **44. Purchased leave**

- 44.1. An employee who has been employed for a period of at least 12 months, may apply to purchase up to four weeks additional leave per calendar leave. Details are in the *Purchased Leave Guidelines*.
- 44.2. If the employee leaves ANMAC before they have used their purchased leave, ANMAC will reimburse the employee for the amount accrued but not yet taken (at the purchased leave purchase price).

### **45. Jury service**

- 45.1. If an employee is required to attend jury service, including attendance for jury selection during ordinary working hours, they will be reimbursed the difference between the amount paid for attending jury service and their base rate salary for the time they would have worked had they not been on jury service.
- 45.2. An employee must notify their manager as soon as possible of the date on which they are to attend jury service. Further, the employee must provide their manager with proof of their jury duty, including the date, how long and how much they receive (payment) for that duty.
- 45.3. Jury service counts as ANMAC service.
- 45.4. Entitlement to jury service will not jeopardise any other employee entitlements.

### **46. Blood donor's leave**

- 46.1. An employee may be granted paid leave upon request to donate blood during ANMAC business hours.

### **47. Emergency services leave**

- 47.1. An employee who belongs to a voluntary organisation called upon by the government or a competent authority under a state or territory disaster management plan to assist in firefighting or other forms of emergency assistance (including auxiliary operations and obtaining qualifications) is entitled to emergency services leave. This is leave on full salary while the employee is on operations. The employee must be

required for the assistance by the voluntary organisation or other recognised authority concerned.

47.2. An employee must:

- notify their manager as soon as possible of the date on which they are required
- provide their manager with proof of attendance and the duration of attendance.

47.3. Entitlement to emergency services leave will not jeopardise any other employee entitlements.

## **48. Ceremonial and cultural leave**

48.1. Employees required by Indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, or who want to celebrate cultural or religious days of observance not included in existing work arrangements, will be entitled to up to three days unpaid leave a year.

48.2. Ceremonial and cultural leave must first be approved by the employee's manager.

## **49. Defence Force Reserve leave**

49.1. An employee may be granted leave of absence of up to four weeks without pay to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Service (CFTS) or Cadet Force obligations.

## **50. Community services leave**

50.1. An employee is entitled to one day of leave a year on full salary to undertake community service work.

50.2. An employee must have approval from their manager to participate in community services leave, before they take the leave.

## **51. Rostered days off**

51.1. All ANMAC full-time employees (but not casual employees) are entitled to one rostered day off (RDO) every calendar month. This equates to 12 RDOs or 90 hours each calendar year.

51.2. Part-time employees are entitled to RDOs on a pro-rata basis.

51.3. RDOs must be taken as whole days.

51.4. RDOs must be taken in the calendar year in which they have been accrued. In exceptional circumstances however, missed RDOs (up to a maximum of 2) may be taken within 4 weeks of the end of the calendar year. This arrangement must have prior approval from an employee's manager.

51.5. A new employee who commences in the first half of the month will accrue their first RDO on the first day of the following month after starting employment. A new employee who commences in the second half of the month will accrue their first RDO on the first day of the month following a full month of employment.

## **52. Study leave**

- 52.1. ANMAC supports the professional development of all employees and will identify learning and development needs and opportunities through the employee appraisal process.
- 52.2. Employees undertaking an undergraduate or post graduate qualification directly related to their position at ANMAC, is entitled to five days paid study leave per year (pro-rata).
- 52.3. Additional hours may be negotiated with your manager.

## **53. Time off in lieu**

- 53.1. Non-executive full-time and part-time employees required to perform work in addition to ordinary hours of work, will be offered these hours as time off in lieu (TOIL). This arrangement is to be managed between an employee and their manager.
- 53.2. Employees at Executive 1 level and above often have extra, irregular and non-ongoing demands placed upon them, including working beyond ordinary hours. Their remuneration recognises the additional demands that may be placed upon them.
- 53.3. Where an executive level employee (other than an Associate Director covered under Clause 53.5) is required to work substantially in excess of ordinary hours for sustained periods, their manager may negotiate with them to provide reasonable TOIL to recognise the additional effort.
  - Reasonable TOIL for executive level employees is not on an hour-for-hour basis, but these arrangements are intended to provide executive level employees with fair and reasonable access to time off.
- 53.4. TOIL should be taken as soon as practical after the hours worked, subject to operational requirements.
- 53.5. In place of TOIL, Associate Directors who undertake accreditation site visits are granted an additional week's leave (pro-rata) for the additional hours worked during these visits. This leave can be taken at a time agreed with the employee's manager, subject to operational requirements. It must however be taken before the end of January of the following calendar year.

## **54. Christmas shutdown leave**

- 54.1. ANMAC closes for Christmas and New Year for two weeks. The exact dates designated as 'Christmas shutdown leave' are determined each year by ANMAC Executive and communicated to employees.
- 54.2. It is compulsory for ANMAC employees to take Christmas shutdown leave.
- 54.3. All ANMAC employees (except for casual employees) are entitled to 4 days of Christmas shutdown leave. Part-time employees are entitled to Christmas shutdown leave if the days designated are usual working days of the employee. Other leave entitlements must be used for the balance of leave over the Christmas shutdown period.
- 54.4. Christmas shutdown leave will be treated as normal working days for payment purposes.

54.5. Employees on unpaid leave will not receive Christmas shutdown leave.

## **55. Unpaid leave and Continuity of service**

55.1. Any period of approved unpaid leave will not break continuity of service.

55.2. Any period of approved unpaid leave does not accrue leave entitlements.

55.3. Following a period of approved unpaid leave, the employee resumes their position and starts again to accrue their entitlements.

55.4. Employees on unpaid leave will not be paid for public holidays or Christmas shut down.

55.5. The taking of unpaid leave is at the discretion of an employee's manager and should only be taken when other leave options have been exhausted.

## **56. Family and Domestic Violence Leave**

56.1. An employee is entitled to five days paid leave annually to deal with family and domestic violence.

56.2. An employee may take paid leave to deal with family and domestic violence if the employee:

- Is experiencing family and domestic violence; and
- Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- Note: The reasons for which an employee may take leave include planning for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

56.3. An employee must give ANMAC notice of their intention to take leave as soon as practicable and of the expected period of leave.

56.4. An employee must, if required, provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 56.2.

56.5. ANMAC will ensure information concerning any notice or evidence an employee has provided in relation to clause 56.4 is treated confidentially as far as it is reasonably practicable to do so.

56.6. Nothing in clause 56.5 prevents ANMAC from disclosing information provide by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

- Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. ANMAC will consult with such employees regarding the handling of the information.



## **57. Miscellaneous leave**

- 57.1. The Chief Executive Officer may approve miscellaneous leave for purposes not covered by other leave types in this Agreement, considering ANMAC's operational requirements. Miscellaneous leave can be with or without pay.
- 57.2. Miscellaneous leave may be approved by the Chief Executive Officer in, but not limited to, these circumstances:
- participation in major sporting events
  - natural disasters and other emergencies
  - where an employee fosters a child and is the primary caregiver
  - where an employee is the primary carer of a grandchild
  - days of cultural or religious significance
  - other purposes

## **Part G Disciplinary matters**

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### **58. Disciplinary matters**

- 58.1. Where ANMAC believes that disciplinary action is required for misconduct, serious misconduct or unsatisfactory performance, ANMAC will refer to the 'Unsatisfactory' and 'Misconduct and serious misconduct' sections.
- 58.2. The principles of procedural fairness will be observed in all matters concerned with disciplinary action or termination of employment.
- 58.3. The employee is entitled to have a support person throughout proceedings or be represented by a union.
- 58.4. In determining whether a matter relates to misconduct, serious misconduct or unsatisfactory performance, an initial informal investigation between ANMAC and the employee meeting is required. This will establish if it is necessary to start a formal investigation.

### **59. Unsatisfactory performance**

- 59.1. ANMAC will support the management of underperforming employees, in accordance with these principles:
- raising and discussing work performance issues as they arise
  - providing clear and assessable responsibilities and performance expectations
  - providing support, including coaching and development opportunities, to assist in improving performance to the required standard
  - taking individual circumstances into account, including health issues
  - giving employees an opportunity to respond to concerns about their performance

- applying transparent processes
  - maintaining open, honest and two-way communication always.
- 59.2. A performance Agreement or action plan will be developed and agreed. The progress of the employee's performance against this plan will be monitored over a specified period.
- 59.3. Written records of all discussions relating to an employee's under performance will be kept and a copy given to the employee.
- 59.4. Additional action may be needed if an employee's performance does not improve over the specified timeframe.

## **60. Misconduct and serious misconduct**

- 60.1. When it is clear after investigation that misconduct or serious misconduct has occurred, ANMAC will follow the following process before taking disciplinary action.
- an employee will be formally advised in writing of:
    - the allegations
    - possible ramifications if the misconduct is proven
    - date and time for a disciplinary meeting
    - their entitlement to bring a support person.
  - an employee will be provided with at least 48 hours' notice to prepare for the meeting
  - an employee will be given 10 working days to respond to the allegation and make a written submission.
- 60.2. Where an allegation of misconduct or serious misconduct has not been substantiated by ANMAC, no action will be taken.
- 60.3. Where ANMAC believes on reasonable grounds that misconduct or serious misconduct has occurred after following the process described in this clause, disciplinary action against the employee may result. Further details can be found in the misconduct guidelines.

## **Part H Termination of employment**

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### **61. Notice of termination by an employee**

- 61.1. An employee may resign at any time on giving written notice as follows:
- 4 weeks for Executive employees
  - 2 weeks for non-Executive employees.
- 61.2. If an employee does not give the prescribed notice period upon resignation, they will be required to pay ANMAC the balance of the prescribed notice period, unless otherwise agreed by the employee's manager.

## 62. Notice of termination by ANMAC

- 62.1. Nothing in this Agreement prevents ANMAC from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009* (Cth).
- 62.2. ANMAC may terminate an employee's employment on giving notice according to this table or payment in lieu of notice:

**Table 1: Notice of termination by ANMAC**

Period of employment	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Employees over 45 years of age at the time of giving notice and with not less than two years' continuous service, are entitled to an additional week's notice.	The required period of notice is increased by 1 week

- 62.3. Payment in lieu of the prescribed notice in this clause must be made if the appropriate notice period is not required to be worked. However, employment may be terminated by the employee working part of the required period of notice and by ANMAC making payment for the remainder of the period of notice.
- 62.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, ANMAC would have become liable to pay to the employee. That total must be calculated based on the:
- employee's ordinary hours of work (even if not standards hours), and
  - amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties, and
  - any other amounts payable under the employee's contract of employment.
- 62.5. The period of notice in this clause does not apply to:
- an employee engaged on a full-time or regular part-time basis for a fixed period who is ready, willing and available to work the hours and times mutually agreed or, in the absence of Agreement, as prescribed by ANMAC at the time of engagement, and
  - casual employees.
- 62.6. Disputes about termination of employment cannot be dealt with under the dispute resolution procedures outlined in Clause 11. This does not affect an employee's right to make an application to the Fair Work Commission.
- 62.7. ANMAC may terminate an employee's employment without notice or reason during an employee's probationary period.

### 63. Redundancy

- 63.1. An employee is entitled to redundancy pay if their employment is terminated because ANMAC:
- no longer requires the job to be done by anyone
  - is insolvent.
- 63.2. An employee is not entitled to redundancy pay if they are not entitled to such pay under the National Employment Standards.
- 63.3. The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period, worked out using this table at the employee's base rate of pay.

**Table 2: Redundancy pay**

Years of continuous service	Under 45 years	Over 45 years
0-<1	Nil	Nil
1-<2	4 weeks	5 weeks
2-<3	6 weeks	7.5 weeks
3-<4	7 weeks	8.75 weeks
4-<5	8 weeks	10 weeks
5-<6	10 weeks	12 weeks
6-<7	11 weeks	13 weeks
7-<8	13 weeks	14 weeks
8-<9	14 weeks	15 weeks
9-<10	17 weeks	17 weeks
10+ years	18 weeks	20 weeks

## Appendix 1—ANMAC Salary Classification Schedule

Classification	Level	Before Lodgement	1 July 2022 (3%)	1 July 2023 (3%)	1 July 2024 (3%)
<b>Executive 1</b>	4	\$135,151.00	\$139,206.00	\$143,382.00	\$147,684.00
	3	\$127,722.03	\$131,554.00	\$135,501.00	\$139,566.00
	2	\$124,753.01	\$128,496.00	\$132,351.00	\$136,321.00
	1	\$117,153.00	\$120,668.00	\$124,288.00	\$128,017.00
<b>Level 6</b>	4	\$108,787.58	\$112,052.00	\$115,413.00	\$118,876.00
	3	\$104,187.95	\$107,314.00	\$110,533.00	\$113,849.00
	2	\$101,106.32	\$104,140.00	\$107,264.00	\$110,482.00
	1	\$96,429.73	\$99,323.00	\$102,303.00	\$105,372.00
<b>Level 5</b>	3	\$92,883.43	\$95,670.00	\$98,541.00	\$101,497.00
	2	\$89,788.98	\$92,483.00	\$95,258.00	\$98,115.00
	1	\$88,171.20	\$90,817.00	\$93,541.00	\$96,348.00
<b>Level 4</b>	3	\$84,915.68	\$87,464.00	\$90,088.00	\$92,790.00
	2	\$82,590.78	\$85,069.00	\$87,621.00	\$90,250.00
	1	\$80,367.37	\$82,779.00	\$85,262.00	\$87,820.00
<b>Level 3</b>	4	\$78,625.59	\$80,985.00	\$83,414.00	\$85,917.00
	3	\$73,897.66	\$76,115.00	\$78,399.00	\$80,750.00
	2	\$72,942.69	\$75,131.00	\$77,385.00	\$79,707.00
	1	\$70,957.16	\$73,086.00	\$75,279.00	\$77,537.00
<b>Level 2</b>	4	\$65,781.68	\$67,756.00	\$69,788.00	\$71,882.00
	3	\$65,120.32	\$67,074.00	\$69,087.00	\$71,159.00
	2	\$63,223.17	\$65,120.00	\$67,074.00	\$69,086.00
	1	\$61,381.60	\$63,224.00	\$65,120.00	\$67,074.00
<b>Level 1</b>	4	\$58,982.74	\$60,753.00	\$62,575.00	\$64,453.00
	3	\$56,238.91	\$57,927.00	\$59,664.00	\$61,454.00
	2	\$54,477.17	\$56,112.00	\$57,795.00	\$59,529.00
	1	\$52,520.15	\$54,096.00	\$55,719.00	\$57,391.00

## Appendix 2—Supported Wage System

1. Employees who are affected by a disability are eligible for a supported wage.
2. Eligibility. Eligible employees are those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
3. This provision does not apply to any existing employee who has a claim against ANMAC which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
4. Supported wage rates. Employees to whom this provision applies shall be paid the applicable percentage of the relevant base salary as outlined in this Appendix, according to Table 1, provided that the minimum amount payable is not less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.

Table 1: Supported wage rates

Assessed capability	% of base salary available under this Agreement
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

5. Where an employee's assessed capacity is 10 per cent the employee must receive a high degree of assistance and support.
6. Assessment of capacity. For the purposes of establishing the percentage of the relevant base salary, the productive capacity of the employee will be assessed by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
7. Assessment made under this schedule must be documented in a Supported Wage System (SWS) wage assessment Agreement, and retained by the employer as a time and wages record as required by the relevant legislation.
8. Lodgement of SWS wage assessment Agreement. All SWS wage assessment Agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by ANMAC with the Fair Work Commission.
9. All SWS wage assessment Agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the Agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
10. Review of assessment. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

11. Other terms and conditions of employment. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by a SWS wage assessment Agreement will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.
12. Workplace adjustment. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
13. Trial period. In order for an adequate assessment of the employee's capacity to be made, ANMAC may employ a person covered by the SWS provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
14. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
15. The minimum amount payable to the employee during the trial period must be no less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.
16. Work trials should include induction or training as appropriate to the job being trialled.
17. Where ANMAC and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under paragraphs 6 and 7 of this Appendix.

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## Appendix 3—Preserved terms and conditions

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### Introduction

The parties recognise that the complexity of terms and conditions being superseded to form this Agreement may result in unintended consequences. The parties to this Agreement agree to work cooperatively to resolve any unintended consequences when they arise. No employee will, on balance, have their overall salary and conditions reduced as a result of this Agreement.

### Impact of change of role

Where an employee is successful in applying for a role that is classified at the same level as their existing role all preserved terms and conditions will be maintained.

Where an employee is successful in applying for a role that is classified at a higher salary level than their current salary, the salary offer for the new role will be determined, including consideration of preserved terms and conditions (that is, current total remuneration).

Where an employee is successful in applying for a role that is classified at a higher salary level and that results in total remuneration greater than existing terms and conditions, all preserved terms and conditions will be reviewed. The employee will be provided in writing with the necessary information demonstrating that the new salary offer will be higher once total remuneration is considered. All entitlements accrued to that date will be retained.



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## SIGNATORY PAGE

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Enterprise Agreement of the Australian Nursing and Midwifery Accreditation Council titled  
**Australian Nursing and Midwifery Accreditation Council (ANMAC) Ltd Enterprise Agreement  
2022 – 2025**

The persons below sign this Agreement in accordance with Regulation 2.06A of the *Fair  
Work Regulations 2009*.

On behalf of the employer, the Australian Nursing and Midwifery Accreditation Council Ltd:

Signed:

Date:

Fiona Stoker  
Chief Executive Officer  
Australian Nursing & Midwifery Accreditation Council  
Level 1, 15 Lancaster Place  
Majura Park  
Canberra Airport ACT 2609

Signed:

Date:  23/11/2022

On behalf of the employees of the Australian Nursing and Midwifery Accreditation Council Ltd:

Signed: 

Date: 23/11/2022

Employee Bargaining Representative  
Australian Nursing & Midwifery Accreditation Council  
Level 1, 15 Lancaster Place  
Majura Park  
Canberra Airport ACT 2609

On behalf of the union, the Australian Nursing and Midwifery Federation:

Signed: 

Date: 23/11/2022

Name in full: Lori-Anne Sharp  
Position: Federal Assistant Secretary  
Address: ANMF 1/365 Queen Street, Melbourne 3000