

# ANMAC Enterprise Agreement

1 January 2013 – 31 December 2015

Note: his agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



## DECISION

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

**Australian Nursing and Midwifery Council Limited**  
(AG2013/4794)

### **AUSTRALIAN NURSING & MIDWIFERY ACCREDITATION COUNCIL ENTERPRISE AGREEMENT 1 JANUARY 2013 - 31 DECEMBER 2015**

Health and welfare services

COMMISSIONER DEEGAN

CANBERRA, 13 FEBRUARY 2013

*Application for approval of the Australian Nursing & Midwifery Accreditation Council  
Enterprise Agreement 1 January 2013-31 December 2015.*

[1] An application has been made for approval of an enterprise agreement known as the Australian Nursing & Midwifery Accreditation Council Enterprise Agreement 1 January 2013 - 31 December 2015. The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Australian Nursing and Midwifery Council Limited. The agreement is a single enterprise agreement.

[2] The Australian Nursing and Midwifery Council Limited provided an undertaking which clarifies certain clauses in the Agreement. Pursuant to s.190 of the Act, I accept the undertaking. A copy of the undertaking is attached to this decision at Annexure A. In accordance with s.201(3) of the Act, the undertaking is taken to be a term of the Agreement.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 February 2013. The nominal expiry date of the Agreement is 31 December 2015.



Printed by authority of the Commonwealth Government Printer

<Price code A, AE899885 PR534085>

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# 1 Definitions and Interpretation

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This document sets out the terms on which We will employ You. This document will be lodged for registration with Fair Work Australia as an Enterprise Agreement under the Act.

- 1.1 In this Agreement, the following words have the following meanings:
- (a) “Act” means the Fair Work Act 2009, as amended from time to time.
  - (b) “ANMAC” means the Australian Nursing and Midwifery Accreditation Council Incorporated.
  - (c) “Agreement” means this Enterprise Agreement including all Schedules and Attachments thereto.
  - (d) “Chief Executive Officer” means the Chief Executive Officer of ANMAC.
  - (e) “Continuous service” has the same meaning as that term has in section 22 of the Act.
  - (f) “Employee” means an employee of ANMAC other than:
    - (i) Chief Executive Officer
    - (ii) ANMAC Board Members
    - (iii) ANMAC Committee Members
    - (iv) ANMAC Assessors.
  - (g) “FWA” means Fair Work Australia (as defined in the Act).
  - (h) “Modern award” has the same meaning as that term in the Act.
  - (i) “Transitional instrument” has the same meaning as that term in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009.
  - (j) “We” means the Australian Nursing and Midwifery Accreditation Council Incorporated, and “Our”, “Ours” and “Us” has a corresponding meaning.
  - (k) “You” means an Employee, and “Your” has a corresponding meaning
  - (l) Executive level staff refers to staff paid at executive level or above as per this Agreement.
  - (m) Senior Executive level staff refers to staff in high level managerial role paid at senior executive level or above as per agreement. Any reference to any approval or other action to be given or performed by Us under this agreement is a reference to an approval by the Chief Executive Officer or their delegate.
- 1.2 Any reference to any approval or other action to be given or performed by Us under this agreement is a reference to an approval by the Chief Executive Officer or their delegate.

## 2 Application, Operation and Objectives

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- 2.1 This Agreement applies to all ANMAC employees.
- 2.2 Subject to the Act, and unless expressly stated to the contrary in a particular clause of this Agreement, this Agreement replaces in total and excludes the terms and conditions of employment specified in a law of a State or Territory.
- 2.3 This Agreement wholly replaces and excludes the operation of all modern awards and transitional instruments that would, but for this Agreement, apply to Your employment.
- 2.4 The operation of this Agreement will be supported by ANMAC's policies, procedures and guidelines. Any inconsistency between these and the terms of the Agreement will result in the terms of the Agreement prevailing.
- 2.5 Over the course of this agreement, ANMAC expects staff to become more flexible and efficient with better tools and systems enabling them to be increasingly more productive in the workplace. ANMAC seeks to build a contemporary, capable organisation where staff are supported to deliver the shared goals of the organisation.
- 2.6 The objectives of this agreement are:
  - (a) To deliver a flexible and competitive employment framework to You.
  - (b) Maintain a strong commitment to the health, safety and wellbeing of You.
  - (c) Foster an environment of quality, high performing and innovative individuals and teams.
  - (d) Build and support effective systems and a diverse and skilled workplace.
  - (e) Support ANMAC's strategic plan and values.
- 2.7 An employee may have a representative of Your choice assisting You on any matters that may arise from this Agreement. This may be a union or non-union representative.

## 3 Principles

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3.1. The principles of this Agreement are:

(a) To set out the minimum standards that apply to Your employment.

These minimum standards include the following:

- (i) Maximum weekly hours
- (ii) Flexible working arrangements
- (iii) Parental and related entitlements
- (iv) Annual leave
- (v) Personal/carers leave and related entitlements
- (vi) Community service leave
- (vii) Long service leave
- (viii) Public holidays
- (ix) Notice of termination and redundancy pay
- (x) Fair Work Information Statement.

(b) To document Your employment conditions in a way that is simple and easy to understand.

(c) To provide employment conditions that are flexible so as to accommodate both Your and Our needs.

(d) To provide employment conditions that are fair and equitable.

(e) To establish employment conditions that enhance Our efficiency and effectiveness and what are consistent with the special demands and nature of Our business.

## 4 Terms and Operation of this Agreement

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- 4.1 This Agreement will Commence 7 seven days following the approval from Fair Work Australia and nominally expires on 31 December 2015.
- 4.2 This Agreement provides a comprehensive statement of the terms and conditions of the employment of employee of whom it applies.
- 4.3 The operation of this Agreement 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 express terms of this Agreement will prevail.
- 4.4 Policies, procedures and guidelines that support the operation of this Agreement may be made or varied from time to time following consultation with the parties to the Agreement and will apply in the form they are in as at the time of any relevant action/decision.
- 4.5 Dispute and grievances over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement are subject to the dispute resolution procedures of the Agreement.
- 4.6 In any matter arising under this Agreement an employee may have an employee representative (union or non-union) of their choice assist or represent them, on a particular matter.
- 4.7 A copy of this Agreement will be made available by ANMAC in a place accessible to all employees.



## 5 Position and Duties

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- 5.1 You will be employed in one or other of the positions set out at Attachment A.
- 5.2 ANMAC will, at the time of employment provide each employee with written advice of the terms of Your employment which specifies:
- (a) Whether You are a permanent, fulltime, part time, fixed term/temporary or casual employee.
  - (b) If You are part time employee the part time employment arrangement applying to the employee.
  - (c) An outline of the duties of the position.
  - (d) Details of hours and days of work.
  - (e) Pursuant to this agreement:
    - (i) The classification and rate of pay of the position
    - (ii) Probationary period is six (6) months for all new employees
    - (iii) Superannuation
    - (iv) Confidentiality requirements
    - (v) Any other relevant details to the employment arrangement.
- 5.3 A casual employee must be engaged for a minimum of two consecutive hours each work period. A casual employee will be paid for hours worked:
- (a) At a rate of 1/36.75 of the appropriate weekly rate, plus
  - (b) A loading of 20% for ordinary working hours without entitlement to personal leave or annual leave.
- 5.4 Your duties include those set out in the Position Statement for the Employee's position, and such other duties as may be specified by Us from time to time having regard to the Employee's skills, competence and training or as may be commensurate with the Employee's position.
- 5.5 You must not, except so far as is necessary and proper to perform Your duties under this Agreement, or as required by law or by Us, make public or disclose to any third person any information relating to:
- (a) Us and Our affairs, or
  - (b) Our clients or their affairs.
- 5.6 You will use Your best endeavours to prevent the use or disclosure of any such information referred to in clause 5.4 by third parties.
- 5.7 Immediately prior to the termination of Your employment, You must hand over to Us all confidential information in Your possession or control belonging or relating to Us.
- 5.8 Nothing in clause 5.4 prohibits or restricts You or Us from disclosing details of this Agreement to any other person.

## 6 Basis of Employment

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- 6.1 Subject to clause 6.2, Your usual hours of work in a week must not exceed:
- (a) For a full time employee 36.75 hours per week, or
  - (b) For an employee other than a full time employee the lesser of:
    - (i) 36.75 hours
    - (ii) Your ordinary hours of work in a week as agreed with Us.
- 6.2 We may require You to work reasonable additional hours, and those additional hours will be paid at the hourly rate for Your position but are not part of Your ordinary time earnings for superannuation purposes.
- 6.3 You may refuse to work additional hours (beyond those mentioned in 6.1 if they are unreasonable).
- 6.4 In determining whether additional hours are unreasonable for the purposes of 6.2, the following must be considered:
- (a) Any risk to employee health and safety from working additional hours.
  - (b) The employee's personal circumstances, including family responsibilities.
  - (c) The needs of ANMAC.
  - (d) Whether the employee is entitled to receive overtime or other compensation for working additional hours.
  - (e) The notice (if any) given by the employer of any request to work the additional hours.
  - (f) The notice (if any) given by the employee of their intention to refuse to work the additional hours.
  - (g) The nature of the employee's role and level of responsibility.
- 6.5 All employees must seek approval from the CEO to run a business or engage in any paid work outside the ANMAC. Such approval may be withheld in circumstances where there is a real or perceived conflict of interest or the outside employment is likely to have, or is having, a detrimental effect on the employee's work at ANMAC.

## 7 Consultation

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- 7.1 This term applies if:
- (a) We have made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its business, and
  - (b) The change is likely to have a significant effect on Employees.
- 7.2 We must notify the relevant Employees of the decision to introduce the major change.
- 7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 If:
- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) The Employee or Employees advise Us of the identity of the representative.
- We must recognise the representative.
- 7.5 As soon as practicable after making its decision, We must:
- (a) Discuss with the relevant Employees:
    - (i) the introduction of the change
    - (ii) the effect the change is likely to have on the Employees, and
    - (iii) measures We are taking to avert or mitigate the adverse effect of the change on the Employees.
  - (b) For the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (i) the introduction of the change
    - (ii) the effect the change is likely to have on the Employees, and
    - (iii) measures We are taking to avert or mitigate the adverse effect of the change on the Employees.
- 7.6 We are not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.7 We must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7.8 In this term, a major change is likely to have a significant effect on employees if one or more of the following results in:
- (a) The termination of the employment of Employees.
  - (b) Major change to the composition, operation or size of Our workforce or to the skills required of Employees.
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure).
  - (d) The alteration of hours of work.

- (e) The need to retrain Employees.
- (f) The need to relocate Employees to another workplace.
- (g) The restructuring of jobs.

## 8 Individual Flexible Working Arrangements

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- 8.1 We and an individual Employee may agree to make an individual flexibility arrangement to vary the effect of this Agreement in relation to the Employee if:
- (a) The agreement deals with 1 or more of the following matters
    - (i) hours of work (clause 6)
    - (ii) leave loading (clause 15)
    - (iii) purchased leave (clause 16)
    - (iv) allowances (clause 28)
  - (b) The arrangement meets the genuine needs of Us and You in relation to 1 or more of the matters mentioned in paragraph.
  - (c) The arrangement is genuinely agreed to by You and Us.
- 8.2 ANMAC must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the Act
  - (b) Are not unlawful terms under section 194 of the Act
  - (c) Result in You being better off overall than You would be if no arrangement was made
- 8.3 The ANMAC must ensure that the individual flexibility arrangement
- (a) Is in writing.
  - (b) Includes the name of the ANMAC and You.
  - (c) Is signed by Us and You and if the You are under 18 years of age, signed by Your parent or guardian.
  - (d) Includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms
    - (iii) how You will be better off overall in relation to the terms and conditions of Your employment as a result of the arrangement
    - (iv) states the day on which the arrangement commences.
- 8.4 We must give You a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 We or You may terminate the individual flexibility arrangement:
- (a) By giving no more than 28 days written notice to the other party to the arrangement;
  - (b) We and You agree in writing — at any time.

## 9 Flexitime

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- 9.1 A flexitime scheme is available to all full time ANMAC employees with the exception of the Executive level staff (refer definition). The flexitime scheme enables You to vary working hours, patterns and arrangements to provide flexibility to staff.
- 9.2 The flexitime scheme allows You to accrue flexitime credits or debits within the bandwidth hours up to a maximum of 10 hours per fortnight that may be carried over to the next fortnightly period.
- 9.3 With prior approval You will be granted time off to use the flexitime credit on the basis that the flexitime accumulation and absence will not impact on the operational requirements of the business.
- 9.4 A maximum of 20 hours flexitime credit can be accrued at any one time unless prior approval is sought from Your manager. Where the flexitime debit exceeds the defined maximum in the fortnightly settlement period, annual leave or leave without pay must be used to remove the debit.
- 9.5 ANMAC may require an Employee not to work hours in addition to ordinary hours where there is insufficient work.
- 9.6 All Employees covered by this clause shall record their working hours via timesheet that is approved by the section manager each fortnight.
- 9.7 Where an Employee does not comply with the provisions of flexitime, the Employee's hours of work will revert to the standard day of 7 hours and 21 minutes

## 10 Remuneration Arrangements

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- 10.1 You will be paid the Remuneration for Your position
- 10.2 Salary payments will be made fortnightly by electronic funds transfer to an account nominated by You.
- (a) All ANMAC employees will receive a salary increase of 3% with effect from the beginning of the first pay period commencing on 1 July 2013 of this agreement. The quantum and date of subsequent salary increases are provided in attachment A.
  - (b) Salary advancement to the next pay point within a classification level will be based on a review of performance at your annual performance appraisal.
  - (c) If Your performance is assessed as meeting all key performance indicators or better payment, the next pay point within a classification will be payable as at the first pay period in August of each year.
  - (d) Employees who did not meet their key performance indicators will not automatically advance to the next pay point. Such employees who, after participating in a formal improvement process meets key performance indicators will be eligible for pay point advancement from the first full pay period commencing on or after 1 November of each year.
- 10.3 In addition to Your Remuneration Package, additional benefits including memberships and other entitlements may be negotiated on appointment for executive level and senior executive level employees. These may include:
- (a) Airline lounge membership
  - (b) Laptop
  - (c) Ipad
  - (d) Mobile phone
  - (e) Corporate credit card
  - (f) Car Parking (Senior Executive level staff only).
- It is the responsibility of the employee to:
- (a) Safeguard all ANMAC equipment, credit cards and credit card numbers at all times.
  - (b) Advise of lost or stolen card or equipment immediately.
  - (c) Ensure no other person use the credit card on cardholder's behalf *unless* it is a designated staff member who has appropriate permission.
  - (d) Ensure the credit card is only used for authorised purposes and appropriate documentation forwarded to management in a timely manner.
- 10.4 Pay Increases
- (a) You will be paid in accordance with Your classification and applicable rate of pay as set out in Attachment A to this Agreement.
  - (b) Pay increases for all classifications set out in Attachment A will apply as follows:

- (i) 3.0% pay increase effective from 1 July 2013
- (ii) 3.0% pay increase effective from 1 July 2014
- (iii) 3.0% pay increase effective from 1 July 2015.



## 11 Higher Grade Duties

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- 11.1 Where an employee is required to perform the duties of another staff member is a higher classification under this agreement for a period of five (5) consecutive working days or more that staff member will receive a higher duties allowance.
- 11.2 The allowance will be paid at a rate no less than the minimum rate prescribed for the salary classification applying to the staff member whose duties they are performing for the duration of the temporary period they perform the higher duties.
- 11.3 Where a staff member acts in different role within the same work level for more than 5 consecutive days, they will receive a higher duties allowance up to 10% of their current salary.

## 12 Salary Packaging

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- 12.1 You will have access to salary packaging arrangements in accordance with the ANMAC Salary Packaging Policy.
- 12.2 By agreement with Us, the current rate of pay for Your position may be salary packaged in accordance with the requirements of Our Salary Packaging Policy and in accordance with the law relating to superannuation as it applies from time to time.
- 12.3 If You salary package, You will compensate Us for any Fringe Benefits Tax (FBT) that we incur as a consequence.
- 12.4 You may elect to discontinue some or all of Your salary packaging arrangements at any time by providing four weeks' notice to Us. If You elect to discontinue these arrangements, You must pay any costs associated with the conversion to salary and we will not be liable to make up any benefit lost as a consequence of Your decision to convert to salary.
- 12.5 If You are considering salary packaging, You must seek independent financial advice. We will not be held responsible in any way for the cost or outcome of any such advice, and You must pay any costs associated with salary packaging.
- 12.6 Salary packaging will not reduce Your salary for superannuation purposes or for payment in lieu of notice by Us on termination of employment.

## 13 Superannuation

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- 13.1 We will make superannuation contributions on Your behalf to a complying superannuation fund of Your choice in accordance with legislation that pertains to employer superannuation contributions.
- 13.2 If You do not choose a complying superannuation fund we will choose a nominated fund for You.
- 13.3 If You contribute an additional 5% of Your gross salary to superannuation We will contribute a further 3% superannuation (of gross salary) in addition to the amount designated in clause 11.1 (currently 9% at the time of signing this agreement).
- 13.4 You may make additional voluntary contributions to Your superannuation fund upon receipt of written authorisation. We will forward these contributions to the fund in accordance with applicable legislation.
- 13.5 If the total amount of superannuation contributions exceeds the concessional contributions cap, they will be subject to excess contributions tax.
- 13.6 Contributions will continue whilst a staff member is absent on paid leave such as annual, personal, bereavement, long service, public holidays and jury service. In the event of a staff member's absence from work due to work related injury or sickness, contributions will continue for the period of the absence, provided that the staff member is receiving workers compensation entitlements.

## 14 Training and Personal Development

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- 14.1 If You are a full-time Employee, you will be permitted by Us to be absent during ordinary working hours for periods not exceeding one week in any financial year, and without loss of pay, for the purpose of attending agreed training and professional development courses. Additional time without loss of pay may be granted at Our discretion. Pro rata entitlements will apply if You are a part-time Employee.
- 14.2 You will be permitted to be absent during ordinary working hours without loss of pay for the purpose of attending examinations necessary to obtain qualifications in the courses referred to in clause 14.1.

## 15 Annual Leave

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- 15.1 You are entitled to 20 days paid annual leave for each 12 months continuous service with the Us. Annual leave accrues progressively. Annual leave counts as service for all purposes.
- 15.2 Annual leave will be taken at a time determined by mutual agreement between Us and You within two years from the date the annual leave accrues (unless deferred by agreement between you and Us).
- 15.3 You may apply to take Annual leave at half pay provided that period of absence is for a least five (5) working days.
- 15.4 The CEO may approve Your written application to cash out up to ten (10) days of accrued annual leave each year provided You retain a minimum balance of 20 days.
- 15.5 If You are sick during annual leave for more than one week, the period of illness may be claimed as personal leave, subject to the same terms and conditions that apply to personal leave.
- 15.6 A loading of 17.5% will be paid at the time You take a period of annual leave. The loading also applies to pro rata unused annual leave on termination of employment, except where Your employment has been terminated on the grounds of serious or wilful misconduct.
- 15.7 Upon termination of employment, You will be paid any unpaid annual leave credits. We may deduct from such amounts otherwise owing to You any annual leave paid by Us in advance.
- 15.8 Our office will close down for the Christmas break for a period of 3.5 days. These days will be treated as normal working days for payment purposes. These days will also be specified by management prior to the Christmas close down each year.
- 15.9 All ANMAC Accreditation Managers who travel regularly as part of their role with ANMAC will be granted an additional one week annual leave. This leave will be over and above the mandatory four weeks annual leave granted to all employees and the additional 3.5 days 'stand down' time over the Christmas/New Year break. This leave is to be taken directly after the Christmas/New Year break each year. Usually Accreditation Managers will be expected to resume work one week later than other ANMAC staff. Other ANMAC staff will resume work on the next working day following the New Year's Day public holiday.

## 16 Purchased Leave

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- 16.1 You may, on application and subject to Our agreement, work on a 48/52 or 50/52 work arrangement. This application can be refused on reasonable grounds.
- (a) The 48/52 work arrangement allows an employee an additional 4 weeks annual leave per annum or 50/52 work arrangement allows an employee an additional 2 weeks annual leave per annum. This is on the proviso that the employee agrees to be paid the hourly rate applicable divided by 52 and multiplied by 48 for 4 weeks additional leave or divided by 52 and multiplied by 50 for 2 weeks additional leave, to arrive at a reduced hourly rate to compensate Us for the additional leave.
  - (b) Purchased leave counts as service for all purposes.
  - (c) The staff member's salary for superannuation purposes is Your salary as if You had not purchased leave.
  - (d) No leave loading will apply to purchased leave.

## 17 Personal Leave

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- 17.1 You are entitled to fifteen (15) days personal leave for each year of service.
- 17.2 Personal leave credits accrue on a pro-rata basis for each completed 2 weeks of service.
- 17.3 We will approve paid personal leave where You have available credits and are unable to work for one or other of the following reasons:
- (a) Personal illness and injury.
  - (b) To allow You to provide care or support to a member of Your immediate family or household who requires care or support because of:
    - (i) a personal illness, or injury, of the member or
    - (ii) an unexpected emergency affecting the member.
- 17.4 We may require You to take paid personal leave on any occasion where we consider You are unfit for work. In this regard, We may require You to obtain a medical certificate verifying that You are fit for work and provide a copy to Us.
- 17.5 If You have used all of Your personal leave credits, You are entitled to a period of up to 2 days unpaid personal leave for each occasion when a member of Your immediate family or household requires care or support because of:
- (a) A personal illness, or injury, of the member.
  - (b) An unexpected emergency affecting the member.
- 17.6 You must notify Us of Your absence and intention to apply for personal leave as soon as is reasonably practicable.
- 17.7 When You inform Us that You will not be attending work You must, so far as is practicable, state the reason for; and the estimated duration of Your absence.
- 17.8 At the time You inform Us under clause 17.6, we may require You to produce to Us on the first day that You return to work following a period of personal leave, reasonable evidence of the basis for the absence. This may include a medical certificate that:
- (a) Signed by a registered health practitioner.
  - (b) In the case of Your personal illness, states the specific illness or injury You suffered from.
  - (c) Is dated on a date during which You were absent from work on account of the illness or injury.
  - (d) A medical certificate is required for all absences of three (3) working days or more duration.
- 17.9 In certain circumstances personal leave may be paid at half pay with Our approval. Annual and Personal leave entitlements will accrue at a pro rata rate accordingly during that period.
- 17.10 Where an employee does not have an entitlement to paid personal leave the leave will be without pay.

- 17.11 If You fail to comply with clauses 17.6, 17.7 and 17.8, no personal leave is payable in respect of that period of absence and if We have already paid You in respect of that period of absence We shall be entitled to withhold the amount paid from moneys which are or may become due and payable to You.
- 17.12 Personal leave is not paid out on termination of employment.



## 18 Maternity Parental and Adoption Leave

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- 18.1 You are entitled to parental leave in accordance with the Act
- 18.2 In addition to the entitlements set out in clause 18.1, after 12 months continuous service, You entitled to paid parental leave in relation to the birth or adoption of a child under Your care and responsibility, as follows:
- (a) If you are female You will be entitled to 14 weeks salary upon commencement of maternity leave.
  - (b) If you are the primary care giver You will be entitled to 14 weeks salary upon commencement of adoption leave.
  - (c) If you are male You will be entitled to 4 weeks salary on commencement of paternity leave.

## 19 Compassionate Leave

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- 19.1 You are entitled to up to 3 days paid compassionate leave for each occasion when a member of Your immediate family or a member of Your household:
- (a) Contracts or develops a personal illness that poses a serious threat to their life.
  - (b) Sustains a personal injury that poses a serious threat to their life.
  - (c) Dies.
- 19.2 You must notify Us of Your absence and intention to apply for compassionate leave as soon as is reasonably practicable.
- 19.3 At the time You inform Us under clause 19.2, we may require You to produce to Us on the first day that You return to work following a period of compassionate leave, reasonable evidence of the basis for the absence. This may include:
- (a) A medical certificate.
  - (b) A statutory declaration.
  - (c) A death certificate or death notice.
- 19.4 If You fail to comply with clauses 18.2 and 18.3, no compassionate leave is payable in respect of that period of absence and if We have already paid You in respect of that period of absence We shall be entitled to withhold the amount paid from moneys which are or may become due and payable to You.

## 20 Long Service Leave

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- 20.1 You are entitled to 13 weeks pro-rata paid long service leave after 10 years of continuous service.
- 20.2 Ensuing long service leave will accrue on a pro-rata basis.
- 20.3 Ensuing pro-rata long service leave may be taken after 5 years continuous service.
- 20.4 No more than 6 months long service leave may be accrued.
- 20.5 Any period of approved unpaid leave counts as continuous service, up to a maximum of three months.
- 20.6 Long service leave is paid out upon termination of employment after 5 years continuous service.

## 21 Other Leave

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21.1 Subject to the following, We may, if requested by You, grant further paid or unpaid leave on such reasonable terms and conditions as may be specified for any reasonable purpose.

### 21.2 **Blood Donors Leave**

We will release You upon request to donate blood on full pay by arrangement with management.

### 21.3 **Jury Service**

- (a) If You are required to attend jury service, including attendance for jury selection during ordinary working hours, You will be reimbursed the amount equal to the difference between the amount paid in respect of the attendance for jury service, and the base rate salary You would have received for the time. You would have worked had You not been on jury service.
- (b) Notification must be received as soon as possible on the date which You are required to attend. We also require proof of attendance at the court together with the duration and amount received in respect of such jury service.
- (c) Entitlement to jury service will not jeopardise any other of Your entitlements.

### 21.4 **Emergency Services Leave**

- (a) If You are a member of any voluntary organisation called upon by government or competent authority under the State or Territory disaster plan to assist in fire fighting or other forms of emergency assistance, You will be entitled to leave on full pay for the duration of the operations, provided that Your services are actually required by the organisation concerned.
- (b) Notification must be received as soon as possible on the date which You are required to attend. We also require proof of attendance together with the duration and amount received in respect of such service.
- (c) Entitlement to emergency services leave will not jeopardise any other of Your entitlements

### 21.5 **Defence Force Reserve Leave**

In respect of absence from duty for the purpose of attending obligatory periods of naval, military or air force training if You are a member or become a member of the Defence Force Reserves, You may be granted leave of absence without pay (as You are recompensed for this leave by the Defence Force) for attendance at annual obligatory periods of continuous training in the calendar year as follows:

- (a) Naval Reserve - up to a total of 26 days (including Saturdays and Sundays) in any one calendar year
- (b) Army Reserve - up to a total of 30 days (including Saturdays and Sundays) in any one calendar year
- (c) Air Force Reserve - up to a total of 30 days (including Saturdays and Sundays) in any one calendar year

- (d) In addition to the number of days shown above, a further 4 days may be granted on certification by the Commanding Officer of the particular service unit that the additional days are required for this purpose.

#### 21.6 **Miscellaneous Leave**

The CEO may approve miscellaneous leave for purposes not covered by other leave types having regard to the operational requirements of ANMAC. Miscellaneous leave can be with or without pay.

- (a) Miscellaneous leave with pay may be approved by the CEO in, but not limited to, the following circumstances:
  - (i) Study purposes
  - (ii) Participation in major sporting events
  - (iii) Attendance at proceeding arising from industrial disputation
  - (iv) Natural disasters and other emergencies
  - (v) For short term volunteer purposes.
- (b) The CEO may grant miscellaneous leave without pay for any purpose including;
  - (i) Personal and development training when academic studies are undertaken
  - (ii) Days of cultural or religious significance
  - (iii) Carer commitments
  - (iv) Other purposes where other types of paid leave have been exhausted.

## 22 Public Holidays

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- 22.1 You are entitled to Public Holidays as provided for and gazetted in the ACT or as otherwise agreed by Us without loss of pay.
- 22.2 The CEO and an employee may agree on the substitution of a day or days that would otherwise be a gazetted public holiday in the ACT, having regard to operational requirements.

## 23 Termination of Employment

- 23.1 You may resign at any time on giving written notice as follows:
- (a) 4 weeks for Executive staff.
  - (b) 2 weeks for non-Executive staff.
- 23.2 Payment in lieu of the prescribed notice must be made if the appropriate notice period is not given. We have the right to waive this period of notice in certain instances.
- 23.3 We may terminate Your employment without notice if You are guilty of misconduct or for any other cause justifying summary dismissal at common law.
- 23.4 Subject to clause 22.5, we may terminate Your employment on giving You notice according to the following table or payment in lieu of notice:

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
If You are more than 45 years of age at the time notice of termination of employment is given, and Your period of employment is more than 2 years the period of notice required in this table will be increased by one week	The required period of notice is increased by one week

- 23.5 Disputes about termination of employment are not issues that can be dealt with under the dispute resolution procedures outlined in clause 26. This does not affect Your rights to make an application to Fair Work Australia under Part 3-2 of the Act.
- 23.6 The first 6 months of Your employment with Us constitutes a probationary period during which We may terminate Your employment without notice or reason.

## 24 Redundancy and Major Change

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- 24.1 This term applies if:
- (a) We have made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to Our business and
  - (b) the change is likely to have a significant effect on Employees.
- 24.2 We must notify the relevant Employees of the decision to introduce the major change.
- 24.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 24.4 If:
- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
  - (b) The Employee or Employees advise Us of the identity of the representative, We must recognise the representative.
- 24.5 As soon as practicable after making Our decision, We must:
- (a) Discuss with the relevant Employees:
    - (i) the introduction of the change
    - (ii) the effect the change is likely to have on the Employees
    - (iii) measures We are taking to avert or mitigate the adverse effect of the change on the Employees.
  - (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
    - (ii) information about the expected effects of the change on the Employees
    - (iii) any other matters likely to affect the Employees.
- 24.6 We are not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 24.7 We must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 24.8 In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) The termination of the employment of Employees.
  - (b) Major change to the composition, operation or size of Our workforce or to the skills required of Employees.
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure).
  - (d) The alteration of hours of work.



- (e) The need to retrain Employees.
- (f) The need to relocate Employees to another workplace.
- (g) The restructuring of jobs.

24.9 You are redundant if You are dismissed because Your position is no longer required for the functioning of Our organisation.

24.10 If You are made redundant You will be paid a severance payment in accordance with the following table:

<b>Years of continuous service</b>	<b>Under 45 years</b>	<b>Over 45 years</b>
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

## 25 Workplace Environment

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- 25.1 We are committed to developing and providing a performance culture that promotes flexible, efficient and productive work practices that support the legislative objectives in contained in the legislation governing ANMAC.
- 25.2 We are committed to continuous improvement in workplace health and safety outcomes through the implementation of a framework that involves all parties in preventing injuries and illness in the workplace by promoting a safe and healthy working environment. Employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment. More detailed information can be found in the ANMAC Work Health and Safety Manual.
- 25.3 A Work, Health and Safety group will represent ANMAC on Work, Health & Safety matters.
- 25.4 Parties of this agreement are committed to preventing bullying and harassment within the workplace. ANMAC expects all Employees to behave appropriately at work and to the standards expected and underpinned by the organisation's values. As with all reporting of safety related matters, reports of bullying and harassment will be investigated and dealt with appropriately. More detailed information on reporting of incidents is referred to in the ANMAC Work, Health and Safety Manual.
- 25.5 ANMAC will provide access to a confidential, professional counselling service at no cost to Employees to help resolve both personal and work related issues. This service may be made available to the family of Employees at the discretion of the CEO.

## 26 Workers' Compensation

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- 26.1 In the event of a work related injury You may be entitled to Workers' Compensation pursuant to the Workers' Compensation Act 1951.

## 27 Dispute Resolution

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- 27.1 This clause sets out procedures to settle a dispute in relation to:
- (a) a matter arising under this Agreement, or
  - (b) The National Employment Standards.
- 27.2 If You are an Employee who is a party to the dispute You may appoint a representative for the purposes of the procedures in this clause.
- 27.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by:
- (a) Discussions between the Employee or Employees and relevant supervisors and/or management, and
  - (b) If the discussions do not resolve the dispute, by referral to the ANMAC Board Chairperson (or delegate).
- 27.4 The dispute must be referred to the ANMAC Board Chairperson (or delegate) if it is not resolved within seven days of the dispute arising, unless a longer period is agreed between the parties. The ANMAC Board Chairperson (or delegate) must deal with the dispute as soon as practicable after it has been referred.
- 27.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 27.6 FWA may deal with the dispute in two stages:
- (a) FWA will first attempt to resolve the dispute as it considers appropriate including by mediation, conciliation, expressing an opinion or making a recommendation,
  - (b) If FWA is unable to resolve the dispute at the first stage, FWA may then:
    - (i) arbitrate the dispute, and
    - (ii) make a determination that is binding on the parties.
- 27.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their 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
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed
    - (iii) the work is not appropriate for the Employee to perform
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 27.8 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

## 28 Allowances

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### 28.1 Motor Vehicle Allowance

- (a) You may use your motor vehicle for work related purposes only if it is comprehensively insured.
- (b) If You use Your car for work related purposes, You will be reimbursed in accordance with the Australian Taxation Office table as amended from time to time.

### 28.2 Travel Allowance and Expenses

- (a) If You are required to travel within Australia or overseas in connection with ANMAC business You will be reimbursed on a per diem basis in accordance with the Australian Taxation Office standards as advised from time and according to the ANMAC travel policy. This provision does not apply if the expenses are paid for by ANMAC.
- (b) All travel flights and accommodation relating to Your travel will be arranged and paid for by ANMAC prior to Your departure. If in certain circumstances, arrangements are made by Yourself You will be reimbursed reasonable expenses on production of satisfactory evidence of the expenses incurred.

### 28.3 Relocation allowance

- (a) If, in Your permanent appointment or transfer it is necessary for You to move from one location to another to take up duty, the cost of moving including removal, storage and insurance may be at the expense of the ANMAC to an amount negotiated at the time of appointment.
- (b) The employee will be entitled up to 3 days paid leave associated with relocation.
- (c) This clause will only apply to Executive level staff.

### 28.4 Home Based Allowance

- (a) ANMAC acknowledges that home based work (HBW) arrangements may be appropriate for certain positions and in certain circumstances.
- (b) ANMAC may agree to provide workplace participants with a home based work allowance of \$3,000 per annum. This allowance will be calculated on a pro rata basis dependent on the number of hours being worked from home. An upfront pro rata payment of \$500 will be paid on commencement of HBW; with the residual amount to be paid on a fortnightly basis. This allowance may be used for:
  - (i) Telephone and internet costs
  - (ii) Stationery and other office consumables
  - (iii) A proportion of electricity, gas and other utilities
  - (iv) Postage
  - (v) Any other home office-related equipment or furniture that may be necessary to ensure the smooth operation of the office
  - (vi) Capital equipment, such as chairs and desks and printers.

**28.5 First Aid Allowance**

- (a) Where an Employee, in addition to their normal duties agrees to be appointed by ANMAC to perform first aid duties; 1. The Employee must hold a current first aid certificate by St John Ambulance Australia or an equivalent qualification.
- (b) The Employee will be paid a fortnightly allowance of \$26.90.
- (c) ANMAC will reimburse any costs incurred by the Employee is obtaining and maintaining the first aid qualification.

## 29 Fair Work Information Statement

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A Fair Work Information Statement published by Fair Work Australia is issued with every letter of offer to all prospective Employees of ANMAC.

This statement outlines information about Your rights and entitlements at work including the ten (10) National Employment Standards, agreement making, and the role of Fair Work Australia (FWA) Please refer to Attachment B.

## 30 Attachment A – ANMAC Salary Classification Schedule

CLASSIFICATION		BEFORE LODGEMENT	1/07/2013 3%	1/07/2014 3%	1/07/2015 3%
<b>Senior Executive Level</b>	<b>2</b>	\$164,895.15	\$169,995.00	\$175,094.85	\$180,347.70
	<b>1</b>	\$146,591.19	\$151,124.94	\$155,658.69	\$160,328.45
<b>Executive ANMAC 2</b>	<b>4</b>	\$132,099.53	\$136,062.52	\$140,144.39	\$144,348.72
<b>(EX2)</b>	<b>3</b>	\$125,758.67	\$129,531.43	\$133,417.37	\$137,419.89
	<b>2</b>	\$121,904.89	\$125,562.04	\$129,328.90	\$133,208.76
	<b>1</b>	\$111,575.26	\$114,922.52	\$118,370.19	\$121,921.30
<b>Executive ANMAC 1</b>	<b>4</b>	\$106,658.48	\$109,858.23	\$113,153.98	\$116,548.60
<b>(EX1)</b>	<b>3</b>	\$100,795.69	\$103,819.56	\$106,934.15	\$110,142.17
	<b>2</b>	\$98,452.60	\$101,406.18	\$104,448.36	\$107,581.81
	<b>1</b>	\$92,454.82	\$95,228.46	\$98,085.32	\$101,027.88
<b>ANMAC 6</b>	<b>4</b>	\$85,853.00	\$88,428.59	\$91,081.45	\$93,813.89
	<b>3</b>	\$82,223.06	\$84,689.75	\$87,230.44	\$89,847.36
	<b>2</b>	\$79,791.10	\$82,184.83	\$84,650.38	\$87,189.89
	<b>1</b>	\$76,100.42	\$78,383.43	\$80,734.94	\$83,156.98
<b>ANMAC 5</b>	<b>3</b>	\$73,301.76	\$75,500.81	\$77,765.84	\$80,098.81
	<b>2</b>	\$70,859.68	\$72,985.47	\$75,175.03	\$77,430.29
	<b>1</b>	\$69,582.96	\$71,670.45	\$73,820.56	\$76,035.18
<b>ANMAC 4</b>	<b>3</b>	\$67,013.77	\$69,024.18	\$71,094.91	\$73,227.76
	<b>2</b>	\$65,179.00	\$67,134.37	\$69,148.40	\$71,222.85
	<b>1</b>	\$63,424.33	\$65,327.06	\$67,286.87	\$69,305.48
<b>ANMAC 3</b>	<b>4</b>	\$62,049.75	\$63,911.24	\$65,828.58	\$67,803.44
	<b>3</b>	\$58,318.57	\$60,068.13	\$61,870.17	\$63,726.28
	<b>2</b>	\$57,564.92	\$59,291.87	\$61,070.62	\$62,902.74
	<b>1</b>	\$55,997.98	\$57,677.92	\$59,408.26	\$61,190.50
<b>ANMAC 2</b>	<b>4</b>	\$51,913.60	\$53,471.01	\$55,075.14	\$56,727.39
	<b>3</b>	\$51,391.66	\$52,933.41	\$54,521.41	\$56,157.05
	<b>2</b>	\$49,894.47	\$51,391.30	\$52,933.04	\$54,521.03
	<b>1</b>	\$48,441.14	\$49,894.37	\$51,391.21	\$52,932.94
<b>ANMAC 1</b>	<b>4</b>	\$46,548.00	\$47,944.44	\$49,382.77	\$50,864.26



	<b>3</b>	\$44,382.63	\$45,714.11	\$47,085.53	\$48,498.10
	<b>2</b>	\$42,992.30	\$44,282.07	\$45,610.53	\$46,978.85
	<b>1</b>	\$41,447.86	\$42,691.30	\$43,972.03	\$45,291.20
<b>At 20 years</b>		\$37,717.81	\$38,849.34	\$40,014.82	\$41,215.27
<b>At 19 Years</b>		\$33,572.69	\$34,579.87	\$35,617.27	\$36,685.78
<b>At 18 years</b>		\$29,013.62	\$29,884.03	\$30,780.55	\$31,703.97
<b>Under 18 years</b>		\$24,868.49	\$25,614.54	\$26,382.98	\$27,174.47

## 31 Attachment B – Fair Work Information Statement

From 1 January 2010, this Fair Work Information Statement is to be provided to all new employees by their employer as soon as possible after the commencement of employment. The Statement provides basic information on matters that will affect your employment. If you require further information, you can contact the **Fair Work Infoline** on **13 13 94** or visit [www.fairwork.gov.au](http://www.fairwork.gov.au).



## Fair Work Information Statement

### ► The National Employment Standards

The *Fair Work Act 2009* provides you with a safety net of minimum terms and conditions of employment through the National Employment Standards (NES).

#### There are 10 minimum workplace entitlements in the NES:

1. A maximum standard working week of 38 hours for full-time employees, plus 'reasonable' additional hours.
2. A right to request flexible working arrangements to care for a child under school age, or a child (under 18) with a disability.
3. Parental and adoption leave of 12 months (unpaid), with a right to request an additional 12 months.
4. Four weeks paid annual leave each year (pro rata).
5. Ten days paid personal/carer leave each year (pro rata), two days paid compassionate leave for each permissible occasion, and two days unpaid carer's leave for each permissible occasion.
6. Community service leave for jury service or activities dealing with certain emergencies or natural disasters. This leave is unpaid except for jury service.
7. Long service leave.
8. Public holidays and the entitlement to be paid for ordinary hours on those days.
9. Notice of termination and redundancy pay.
10. The right for new employees to receive the Fair Work Information Statement.

A complete copy of the NES can be accessed at [www.fairwork.gov.au](http://www.fairwork.gov.au). Please note that some conditions or limitations may apply to your entitlement to the NES. For instance, there are some exclusions for casual employees.

If you work for an employer who sells or transfers their business to a new owner, some of your NES entitlements may carry over to the new employer. Some NES entitlements which may carry over include personal/carer's leave, parental leave, and your right to request flexible working arrangements.

### ► **Modern awards**

In addition to the NES, you may be covered by a modern award. These awards cover an industry or occupation and provide additional enforceable minimum employment standards. There is also a Miscellaneous Award that may cover employees who are not covered by any other modern award.

Modern awards may contain terms about minimum wages, penalty rates, types of employment, flexible working arrangements, hours of work, rest breaks, classifications, allowances, leave and leave loading, superannuation, and procedures for consultation, representation, and dispute settlement. They may also contain terms about industry specific redundancy entitlements.

If you are a manager or a high income employee, the modern award that covers your industry or occupation may not apply to you. For example, where your employer guarantees in writing that you will earn more than the high income threshold, currently set at \$123,300 per annum and indexed annually, a modern award will not apply, but the NES will.

Transitional arrangements to introduce the modern award system may affect your coverage or entitlements under a modern award.

### ► **Agreement making**

You may be involved in an enterprise bargaining process where your employer, you or your representative (such as a union or other bargaining representative) negotiate for an enterprise agreement. Once approved by Fair Work Australia, an enterprise agreement is enforceable and provides for changes in the terms and conditions of employment that apply at your workplace.

There are specific rules relating to the enterprise bargaining process. These rules are about negotiation, voting, matters that can and cannot be included in an enterprise agreement, and how the agreement can be approved by Fair Work Australia.

You and your employer have the right to be represented by a bargaining representative and must bargain in good faith when negotiating an enterprise agreement. There are also strict rules for taking industrial action. If you have enquiries about making, varying, or terminating enterprise agreements, you should contact Fair Work Australia on 1300 799 675.

### ► **Individual flexibility arrangements**

Your modern award or enterprise agreement must include a flexibility term. This term allows you and your employer to agree to an Individual Flexibility Arrangement (IFA), which varies the effect of certain terms of your modern award or enterprise agreement. IFAs are designed to meet the needs of both you and your employer. You cannot be forced to make an IFA; however, if you choose to make an IFA, you must be better off overall. IFAs are to be in writing, and if you are under 18 years of age, your IFA must also be signed by your parent or guardian.

### ► **Freedom of association and workplace rights (general protections)**

The law not only provides you with rights, it ensures you can enforce them. It is unlawful for your employer to take adverse action against you because you have a workplace right. Adverse action could include dismissing you, refusing to employ you, negatively altering your position, or treating you differently for discriminatory reasons. Some of your workplace rights include the right to freedom of association (including the right to become or not to become a member of a union), and the right to be free from unlawful discrimination, undue influence and pressure.

If you have experienced adverse action by your employer, you can seek assistance from the Fair Work Ombudsman or Fair Work Australia (applications relating to general protections where you have been dismissed must be lodged with Fair Work Australia within 60 days).

#### ► Termination of employment

Termination of employment can occur for a number of reasons, including redundancy, resignation and dismissal. When your employment relationship ends, you are entitled to receive any outstanding employment entitlements. This may include outstanding wages, payment in lieu of notice, payment for accrued annual leave and long service leave, and any applicable redundancy payments.

Your employer should not dismiss you in a manner that is 'harsh, unjust or unreasonable'. If this occurs, this may constitute unfair dismissal and you may be eligible to make an application to Fair Work Australia for assistance. It is important to note that applications must be lodged within 14 days of dismissal. Special provisions apply to small businesses, including the Small Business Fair Dismissal Code. For further information on this code, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au).

#### ► Right of entry

Right of entry refers to the rights and obligations of permit holders (generally a union official) to enter work premises. A permit holder must have a valid and current entry permit from Fair Work Australia and, generally, must provide 24 hours' notice of their intention to enter the premises. Entry may be for discussion purposes, or to investigate suspected contraventions of workplace laws that affect a member of the permit holder's organisation or occupational health and safety matters. A permit holder can inspect or copy certain documents; however, strict privacy restrictions apply to the permit holder, their organisation, and your employer.

#### ► The Fair Work Ombudsman and Fair Work Australia

The **Fair Work Ombudsman** is an independent statutory agency created under the *Fair Work Act 2009*, and is responsible for promoting harmonious, productive and cooperative Australian workplaces. The Fair Work Ombudsman educates employers and employees about workplace rights and obligations to ensure compliance with workplace laws. Where appropriate, the Fair Work Ombudsman will commence proceedings against employers, employees, and/or their representatives who breach workplace laws.

If you require further information from the Fair Work Ombudsman, you can contact the **Fair Work Infoline** on **13 13 94** or visit [www.fairwork.gov.au](http://www.fairwork.gov.au).

**Fair Work Australia** is the national workplace relations tribunal established under the *Fair Work Act 2009*. Fair Work Australia is an independent body with the authority to carry out a range of functions relating to the safety net of minimum wages and employment conditions, enterprise bargaining, industrial action, dispute resolution, termination of employment, and other workplace matters.

If you require further information, you can contact **Fair Work Australia** on **1300 799 675** or visit [www.fwa.gov.au](http://www.fwa.gov.au).

The Fair Work Information Statement is prepared and published by the Fair Work Ombudsman in accordance with section 124 of the *Fair Work Act 2009*