



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australian Nursing and Midwifery Accreditation Council Ltd
(AG2025/1269)

AUSTRALIAN NURSING AND MIDWIFERY ACCREDITATION COUNCIL ENTERPRISE AGREEMENT 2025 – 2029

Clerical industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 9 MAY 2025

*Application for approval of the Australian Nursing and Midwifery Accreditation Council
Enterprise Agreement 2025-2029*

[1] An application has been made for approval of an enterprise agreement to be known as the *Australian Nursing and Midwifery Accreditation Council Enterprise Agreement 2025-2029* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Australian Nursing and Midwifery Accreditation Council Ltd (**Employer**). The Agreement is a single enterprise agreement.

Coverage of employee organisation(s)

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

Conclusion

[3] I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[4] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 May 2025. The nominal expiry date of the Agreement is 30 June 2029.



DEPUTY PRESIDENT

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CORRECTION TO DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australian Nursing and Midwifery Accreditation Council Ltd
(AG2025/1269)

AUSTRALIAN NURSING AND MIDWIFERY ACCREDITATION COUNCIL ENTERPRISE AGREEMENT 2025 – 2029

Clerical industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 14 MAY 2025

*Application for approval of the Australian Nursing and Midwifery Accreditation Council
Enterprise Agreement 2025-2029 - correction to decision - paragraph [5]*

The Decision issued by the Fair Work Commission on 9 May 2025 [[2025] FWCA 1563] is corrected as follows:

[1] By deleting paragraph [5] and replacing it with the following:

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 July 2025. The nominal expiry date of the Agreement is 30 June 2029.



DEPUTY PRESIDENT

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Australian Nursing and Midwifery Accreditation Council

Enterprise Agreement 2025 – 2029

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Part A Technical matters

1. Title

- 1.1. This agreement will be known as the *Australian Nursing and Midwifery Accreditation Council Enterprise Agreement 2025 – 2029* (the agreement).

2. Parties to the agreement

- 2.1. This agreement covers:
- a. the Chief Executive Officer (CEO), for and on behalf of the Australian Nursing and Midwifery Accreditation Council (ANMAC) as the employer;
 - b. all employees in the ANMAC employed under the enterprise agreement other than:
 - i. Executive employees or equivalent engaged under common law employment contracts;
 - ii. Other technical staff engaged under common law employment contracts; and
 - c. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - i. the Australian Nursing and Midwifery Federation (ANMF).

3. Purpose

- 3.1. This agreement supports ANMAC to meet its functions, which include 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 that ANMAC performs.

4. Operation of the agreement

- 4.1. This agreement will commence operation on the following date, whichever is later:
- a. seven days after approval by the Fair Work Commission; or
 - b. 1 July 2025.
- 4.2. This agreement will nominally expire on 30 June 2029.

5. Definitions

- 5.1. **Agreement** – means this enterprise agreement, the *Australian Nursing and Midwifery Accreditation Council Enterprise Agreement 2025 – 2029*.
- 5.2. **ANMAC**—means the Australian Nursing and Midwifery Accreditation Council Ltd, being the employer.
- 5.3. **ATO**—means the Australian Taxation Office.
- 5.4. **Carer**—means a person who provides 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.
- 5.5. **Casual employee**— means a person engaged to ANMAC as an irregular or intermittent employee, who is:
 - a. a casual employee as defined by the FW Act; and
 - b. works on an irregular or intermittent basis.
- 5.6. **Child** - means a biological child, adopted child, foster child, stepchild, or ward.
- 5.7. **De facto partner** - means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.
- 5.8. **Employer** – means the Australian Nursing and Midwifery Accreditation Council Ltd, referred to interchangeably in this agreement as ANMAC and intended to have the same meaning unless otherwise stated.
- 5.9. **Employee**—means 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**.
- 5.10. **FWC**—means the Fair Work Commission.
- 5.11. **Fair Work Act or FW Act**—means the *Fair Work Act 2009* (Cth).
- 5.12. **Family and domestic violence** – has the same meaning as in section 106B (2) of the FW Act.
- 5.13. **Immediate family** – means the following:
 - a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
 - b. a child, parent, grandparent, grandchild, or sibling of the employee;
 - c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
 - d. a member of the employee’s household; or
 - e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
- 5.14. **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.

- 5.15. **Manager** – means an employee’s direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters and may include a person referred to as a supervisor.
- 5.16. **NES** - means the National Employment Standards at Part 2-2 of the *Fair Work Act 2009* (Cth).
- 5.17. **Ordinary hours, duty or work** - means an employee’s usual hours worked in accordance with this agreement and does not include additional hours.
- 5.18. **Part-time employee**—means 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.
- 5.19. **Party**—means 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.
- 5.20. **Permanent employee**—means an employee engaged on a continuing basis. A permanent employee may be engaged as a full-time or part-time employee.
- 5.21. **Accrued day off**—means a paid day that an employee does not have to work.
- 5.22. **Time off in lieu**—means an arrangement where an employee is given paid time off work instead of being paid overtime hours.

6. National employment standards (NES) precedence

- 6.1. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the ANMAC in any respect when compared with the NES.

7. Closed comprehensive agreement

- 7.1. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 7.2. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 7.3. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

8. Posting of agreement

- 8.1. All employees will be advised on how and where to access this agreement.

Part B Terms of employment

9. Letter of appointment

- 9.1. 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.
- 9.2. Employees will be given a copy of this agreement and a letter of appointment, that:
 - a. specifies if they are a permanent, full-time, part-time, fixed-term, temporary or casual employee and what arrangements apply;
 - b. outlines the duties of the position;
 - c. details hours and days of work;
 - d. details the resources that will be provided by ANMAC necessary to perform the role;
 - e. specifies, pursuant to this agreement,
 - i. classification and salary rate of the position;
 - ii. probationary period;
 - iii. Superannuation;
 - iv. confidentiality requirement; and
 - v. other relevant details attached to the employment arrangement.

10. Fair work information statement

- 10.1. All permanent full-time, part-time or fixed-term employees on engagement will be provided with a copy of the Fair Work Information Statement.
- 10.2. All casual employees on engagement will be provided with a copy of the Casual Employment Information Statement.
- 10.3. All fixed term employees on engagement will be provided with a copy of the Fixed Term Contract Employment Information Statement.

11. Full-time employment

- 11.1. 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.

12. Part-time employment

- 12.1. A part-time employee is engaged to work regular ordinary hours of less than 37.5 hours per week and is entitled to all the benefits of this agreement on a pro-rata basis, except where otherwise provided.
- 12.2. 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.

13. Fixed-term employment or temporary employment

- 13.1. An employee may be engaged on a fixed-term or temporary employment basis, either full time or part time.
- 13.2. Employees will be engaged on a fixed-term or temporary basis for:
 - a. a specified term, or
 - b. the duration of a specified task.
- 13.3. A temporary employee will not be engaged as such for a period longer than two years.
- 13.4. 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.

14. Casual employment

- 14.1. A casual employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours.
- 14.2. A casual employee must be engaged for a minimum of three consecutive hours each work period.
- 14.3. A casual employee will be paid for hours worked:
 - a. at a rate equal to 1/37.5 of the appropriate weekly rate; plus
 - b. a loading of 25% for ordinary working hours paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave and leave for family and domestic violence support.
- 14.4. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
- 14.5. Casual employees must be provided with paid family and domestic violence leave through miscellaneous leave.
- 14.6. All casual employees are eligible for casual conversion under the *Fair Work Act 2009* (Cth).

15. Probation

- 15.1. A new employee will be required to complete a six (6) month probationary period of employment.
- 15.2. The letter of appointment to the new employee will set out the length and duration of the probation period, which will be determined by ANMAC.
- 15.3. The purpose of a probationary period of employment is to allow ANMAC and the new employee time to establish whether an appropriate match has been made between the employee, the job and the work environment.
- 15.4. Continued employment beyond the six (6) month probationary period will be subject to satisfactory completion of the probationary period.
- 15.5. Before or at the end of the probationary period the probationary employee will be advised of one of the following:
 - a. That the employment will continue on the terms and conditions set out in this agreement;
 - b. That the probationary period will be extended for a further period of no longer than six (6) months from the date the employee initially commenced their employment with ANMAC; or
 - c. That the probationary employee's employment may be terminated.
- 15.6. If ANMAC makes a decision to terminate the probationary employee's employment during the probationary period, the probationary employee will receive written notification of the termination during probation along with one (1) weeks' salary paid as termination in lieu of notice.
- 15.7. The CEO may exempt a new employee from some or all of the requirements of the probationary period. Any exemption will be on such terms as determined by the CEO and confirmed in writing prior to the employee commencing employment with ANMAC.

16. Hours of work

- 16.1. 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.
- 16.2. 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.
- 16.3. ANMAC's business hours are 9.00 am to 5.00 pm, Monday to Friday not including public holidays.
- 16.4. 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.
- 16.5. Casual employees and employees on unpaid leave are not entitled to be paid for public holidays.
- 16.6. 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.

17. Meal breaks

- 17.1. 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.

Part C Workplace environment, performance and culture

18. Workplace values and behaviours

- 18.1. All employees have a common interest in ensuring that workplace behaviours are consistent with and apply the values and general principles whilst working for ANMAC.
- 18.2. This involves the development of an ethical and safe workplace in which all employees act responsibly and are accountable for their actions and decisions.
- 18.3. Behaviours that are not consistent with ANMAC's values, principles and conduct including but not limited to bullying, harassment and discrimination of any kind will not be tolerated by ANMAC.
- 18.4. It is recognised that bullying, harassment and discrimination in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable.

19. Workplace health and safety

- 19.1. The parties to this agreement are committed to continuous improvement in workplace health and safety outcomes.
- 19.2. ANMAC will consult with employees on workplace health and safety matters.
- 19.3. ANMAC will establish and maintain a workplace health and safety working group.
- 19.4. The parties to this agreement are committed to preventing workplace bullying and harassment by ensuring all employees are treated with respect and dignity.
- 19.5. 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.

20. Working arrangements

- 20.1. 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 7.00 am to 6.00 pm, Monday to Friday, weekends, public holidays or to work shifts.
- 20.2. ANMAC employees at level 3 or above, may be required by their manager to work reasonable additional hours where:
 - a. such work is unavoidable because of work demands and where ANMAC gives reasonable notice of the requirement to work overtime, or
 - b. due to an emergency, it is not possible to provide reasonable notice.
- 20.3. 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 this agreement.

21. Unsatisfactory performance and misconduct management arrangements

- 21.1. This clause specifies the procedure to be followed where ANMAC decides to commence a disciplinary process in relation to an employee. A disciplinary process is where an outcome may include a warning or other disciplinary action up to or including termination of employment in a serious matter.
- 21.2. ANMAC will inform the affected employee of the commencement of any disciplinary process. ANMAC will offer the employee the opportunity to have a support person, which can be a Union representative or other person, present at any stage in the disciplinary process. It is the responsibility of the employee to organise the support person's attendance at any disciplinary meeting. Reasonable notice will be given to the employee prior to such meeting to ensure that, wherever possible, the employee's preferred support person can be present.
- 21.3. ANMAC will ensure that any disciplinary process is conducted in a timely, objective and fair manner in accordance with the principles of natural justice, including the opportunity for an employee to respond to any issues or allegations against them.
- 21.4. Employees have the right to be provided with the details of any issues or complaint made against them and have the right of reply before any decision will be made.
- 21.5. A disciplinary process may result in disciplinary action being taken by ANMAC, or other outcome that does not involve disciplinary action. Where the outcome is a disciplinary action, it may involve:
 - a. **Stage 1** – Counselling (Informal)
 - b. **Stage 2** – First Formal Warning (Written)
 - c. **Stage 3** – Final Warning (Written)
 - d. **Stage 4** – Dismissal (Written).
- 21.6. A formal warning will be provided to the employee in writing.
- 21.7. In a case where serious misconduct is found to have taken place, an employee may be summarily dismissed without any requirement for ANMAC to first take any other disciplinary action.

22. Right to disconnect

- 22.1. ANMAC supports and values the health and well-being of employees. Disconnecting from work at appropriate times is vital for a person's well-being and sustaining a healthy work-life balance. Disconnecting at appropriate times also enables employees to work more productively during their actual working hours and reduces the likelihood of employee burnout.
- 22.2. ANMAC will not require employees to engage in unreasonable out-of-hours contact with ANMAC as the employer, or any third parties.
- 22.3. ANMAC respects the right employees have under the *Fair Work Act 2009* (Cth) to refuse to monitor, read or respond to contact (or attempted contact) from their employer or a third party outside of their working hours, unless the refusal is unreasonable. It will be unreasonable to refuse contact if this is required under a law of the Commonwealth, State or Territory or in the case of an emergency.

23. Flexible working arrangements

- 23.1. Requests for flexible working arrangements form part of the National Employment Standards (NES) under the *Fair Work Act 2009* (Cth).
- 23.2. ANMAC is committed to providing flexible working arrangements to help employees attain an appropriate balance between work and personal lives, including to foster a workplace culture that supports employees right to disconnect.
- 23.3. Employees may request flexible working arrangements, including hours of work, patterns of work and location of work, if they are:
 - a. a carer, as defined under the Carer Recognition Act
 - b. disabled
 - c. 55 years of age or older
 - d. experiencing violence from a family member
 - e. 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
 - f. other reasons as deemed appropriate or as required by the FW Act.
- 23.4. Managers and employees will work together to ensure the flexible working arrangements in this agreement are used to achieve working patterns that help:
 - a. provide a balance between work and personal life
 - b. identify opportunities for improved productivity
 - c. minimise the need for employees to work outside hours.

24. Requesting formal flexible working arrangements

- 24.1. The following provisions do not diminish an employee's entitlement under the NES.
- 24.2. An employee may make a request for a formal flexible working arrangement.
- 24.3. The request must:
 - a. be in writing;
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 24.4. The Chief Executive Officer must provide a written response to a request within 21 days of receiving the request.
- 24.5. The response must:
 - a. state that the Chief Executive Officer approves the request and provide the relevant detail; or
 - b. if following discussion between the ANMAC and the employee, the employer and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

- c. state that the Chief Executive Officer refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out ANMAC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - iv. state that there are no such changes; and
 - v. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 24.6. Where ANMAC approves the request this will form an arrangement between the employer and the employee. Each arrangement must be in writing and set out:
 - a. any security and work health and safety requirements;
 - b. a review date; and
 - c. the cost of establishment (if any).
- 24.7. The Chief Executive Officer may refuse to approve the request only if:
 - a. ANMAC has discussed the request with the employee; and
 - b. ANMAC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - c. ANMAC and the employee have not reached such an agreement; and
 - d. ANMAC has had regard to the consequences of the refusal for the employee; and
 - e. the refusal is on reasonable business grounds.
- 24.8. Reasonable business grounds include, but are not limited to:
 - a. the new working arrangements requested would be too costly for ANMAC;
 - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 24.9. Approved flexible working arrangements will be reviewed by ANMAC and the employee after 12 months, or a shorter period, if required. This is to ensure the effectiveness of the arrangement.
- 24.10. The Chief Executive Officer may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 24.8.
- 24.11. ANMAC must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

25. Individual flexibility arrangements

- 25.1. 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 25.1 a; and
 - c. the arrangement is genuinely agreed to by the employer and employee.
- 25.2. 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.
- 25.3. 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.
- 25.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 25.5. 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.

26. Consultation term

- 26.1. 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

- 26.2. For a major change referred to in clause 26.1 to take place:
- a. the employer must notify relevant employees of the decision to introduce the major change, and
 - b. Clauses 26.3 to 26.9 apply.
- 26.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 26.4. 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.
- 26.5. As soon as possible after making its decision, the employer must:
- a. Discuss with relevant employees (and their representatives):
 - 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.
- 26.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 26.7. The employer must give prompt and genuine consideration to matters raised about the major change by relevant employees and/or their representatives.
- 26.8. 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 26.2 (a) and subclauses 26.3 and 26.5 are taken not to apply.
- 26.9. 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 job roles, positions or structures

Change to regular roster or ordinary hours of work

- 26.10. For a change referred to in paragraph 26.1 (b):
 - a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses 26.11 to 26.15 apply.
- 26.11. 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.
- 26.12. As soon as practicable after proposing to introduce the change, the employer must:
 - a. discuss with the relevant employees and their representatives, 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).
- 26.13. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 26.14. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 26.15. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 26.1.

27. Dispute resolution term

- 27.1. 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.
- 27.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 27.3. 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.
- 27.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 27.5. 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.

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

28. Workplace delegates' rights

- 28.1. Clause 28 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28.

- 28.2. In clause 28:
- a. employer means the employer of the workplace delegate;
 - b. delegate's organisation means the employee organisation in accordance with
 - c. the rules of which the workplace delegate was appointed or elected; and
 - d. eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 28.3. Before exercising entitlements under clause 28, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 28.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- 28.5. **Right of representation**
- A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- a. consultation about major workplace change;
 - b. consultation about changes to rosters or hours of work;
 - c. resolution of disputes;
 - d. disciplinary processes;
 - e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

- f. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

28.6. Entitlement to reasonable communication

- a. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- b. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

28.7. Entitlement to reasonable access to the workplace and workplace facilities

- a. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - ii. a physical or electronic noticeboard;
 - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - iv. a lockable filing cabinet or other secure document storage area; and
 - v. office facilities and equipment including printers, scanners and photocopiers.

28.8. The employer is not required to provide access to or use of a workplace facility under clause 28.7a if:

- i. the workplace does not have the facility;
- ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

28.9. Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- b. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - i. full-time or part-time employees; or
 - ii. regular casual employees.
- c. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if

the delegate had not been absent from work to attend the training.

- d. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28.10. Exercise of entitlements under clause 28

- a. A workplace delegate's entitlements under clause 28 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b. Clause 28 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c. Clause 28 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- a. unreasonably fail or refuse to deal with a workplace delegate; or
- b. knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 28.

Definitions to be inserted into the definitions clause for each award:

employee organisation has the meaning given by section 12 of the FW Act.

enterprise has the meaning given by section 12 of the FW Act.

small business employer has the meaning given by section 23 of the FW Act.

workplace delegate has the meaning given by section 350C(1) of the FW Act

Part D Salary

29. Salary classifications

- 29.1. Salary classifications and rates applicable during the term of this agreement are provided in **Appendix 1**.
- 29.2. 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.
- 29.3. An employee's salary will be reviewed annually as part of the employee's annual performance review.
- 29.4. ANMAC employees will receive a salary increase of 3.5% a year, effective from the first pay period in July each year for the term of this agreement.

30. Salary advancement

- 30.1. Salary level advancement within each classification will be based on an employee achieving a satisfactory performance rating during the employee's most recent performance review.
- 30.2. Salary advancement within each classification may occur following a successful annual performance review, subject to approval by the Chief Executive Officer.
- 30.3. Salary advancement is not an automatic process.
- 30.4. Advancement to the next salary classification will only take place if:
 - a. the employee has achieved a satisfactory performance rating.
 - b. the employee has 6 months of aggregate eligible service at ANMAC at or above the relevant classification level during the most recent annual performance management cycle.
 - c. there is a position vacant at the higher position classification, and the employee has participated in a transparent recruitment process.
 - d. the position has been significantly modified to a higher level and advancement has been approved by the Chief Executive Officer.

31. Salary packaging

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

32. Payment of salary

- 32.1. Salary will be paid fortnightly in arrears.
- 32.2. Payment will be made by electronic funds transfer into a financial institution of the employee's choice. Salary rates will be as set out in **Appendix 1** of this agreement.
- 32.3. The base salary rates in **Appendix 1** include the following increases:
 - a. 3.5 per cent from the first full pay period on or after 1 July 2025;
 - b. 3.5 per cent from the first full pay period on or after 1 July 2026;
 - c. 3.5 per cent from the first full pay period on or after 1 July 2027; and
 - d. 3.5 per cent from the first full pay period on or after 1 July 2028.

33. Superannuation

- 33.1. 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, of the following amounts:
 - a. 12.5% from the first full pay period on or after 1 July 2025;
 - b. 13% from the first full pay period on or after 1 July 2026;
 - c. 13.5% from the first full pay period on or after 1 July 2027; and
 - d. 14% from the first full pay period on or after 1 July 2028.
- 33.2. The *Superannuation Guarantee (Administration) Act 1992* (Cth) was amended in 2021 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.
- 33.3. ANMAC is committed to meeting its obligations under superannuation legislation and remaining competitive with other employers in relation to the superannuation guarantee. As an additional commitment and to serve ANMAC's aim to attract and retain talented employees, ANMAC has been contributing a superannuation contribution on behalf of employees of 12% from date of approval of the previous agreement of 1 December 2022.
- 33.4. 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'.
- 33.5. 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.
- 33.6. 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.
- 33.7. Contributions will continue while an employee is absent on any type of paid leave.
- 33.8. Contributions are not required for any absence from work without pay.
- 33.9. 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.

- 33.10. 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.
- 33.11. 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.
- 33.12. 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 33.2. This will only apply to employees working at ANMAC prior to 23 May 2016.
- 33.13. 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.

34. Accident make-up pay

- 34.1. All employees covered by this agreement will have access to accident make-up pay in accordance with this clause.
- 34.2. 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.
- 34.3. 'Accident make-up pay' is a fortnightly payment of the:
 - a. difference between the fortnightly amount of compensation the employee is paid pursuant to appropriate workers' compensation legislation, and the employee's appropriate agreement rate, or
 - b. 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.

- 34.4. 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.
- 34.5. 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.
- 34.6. 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.

Part E Allowances and expenses

35. Higher duties allowance

- 35.1. 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.
- 35.2. 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.
- 35.3. 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.
- 35.4. An employee acting in a different role within the same salary classification will receive higher duties allowance up to 10% of their current salary, but not above the top level of the salary classification.
- 35.5. 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.

36. Motor vehicle allowance

- 36.1. The Chief Executive Officer 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.
- 36.2. 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*.

37. Travelling allowance and expenses

- 37.1. 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.
- 37.2. ANMAC will arrange and pay for an employee's travel and any allowances before the employee's departure if necessary, or on the submission of receipts.

38. First aid allowance

38.1. Where an employee, in addition to their normal duties, agrees to be appointed by ANMAC to perform first aid duties, the employee:

- a. must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification by another authorised organisation; and
- b. will be paid an allowance of \$31.67 per fortnight on commencement of this agreement and the rates as follows during the life of the agreement:

Rate from commencement of the agreement	Rate from 1 July 2026	Rate from 1 July 2027	Rate from 1 July 2028
\$31.67 per fortnight	\$32.78 per fortnight	\$33.92 per fortnight	\$35.11 per fortnight

39. Warden allowance

39.1. Where an employee, in addition to their normal duties, agrees to be appointed by ANMAC to perform warden duties, the employee will be paid an allowance of \$31.67 per fortnight on commencement of this agreement and the rates as follows during the life of the agreement:

Rate from commencement of the agreement	Rate from 1 July 2026	Rate from 1 July 2027	Rate from 1 July 2028
\$31.67 per fortnight	\$32.78 per fortnight	\$33.92 per fortnight	\$35.11 per fortnight

40. Phone allowance

40.1. 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 the Chief Executive Officer.

41. Remote localities support

- 41.1. Where ANMAC requires an employee to be located in another state or territory to work in a remote or home-based office, the employee may be eligible for remote localities support.
- 41.2. Remote localities support is provided to an employee when they are:
 - a. Required to work permanently from an office (remote or home-based) in a state or territory outside of the Australian Capital Territory (ACT); or
 - b. Requested by ANMAC to work on a temporary basis from an office (remote or home-based) in a state or territory outside of the ACT.
- 41.3. Remote localities support is not the same as working from home. Remote localities support is only available to employees who are required to work from an office (remote or home-based) in a state or territory outside of the ACT.
- 41.4. ANMAC may agree to continue to provide remote locality employees, who are Associate Directors engaged by ANMAC prior to 1 July 2025 a pro-rata amount of up to \$4,000 per annum, paid in equal fortnightly instalments or via reimbursement, to cover home office expenses not already paid by ANMAC.
- 41.5. ANMAC may agree to provide remote locality employees an amount of up to \$1,200 per annum, via reimbursement, to cover home office expenses not already paid by ANMAC.

42. Health and well-being allowance

- 42.1. 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*.

43. Reimbursement of expenses

- 43.1. 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

44. Annual leave

- 44.1. Full-time employees are entitled to four weeks or 20 days paid annual leave a year.
- 44.2. Part-time employees are entitled to paid annual leave on a pro-rata basis.
- 44.3. Casual employees are not entitled to paid annual leave.
- 44.4. Annual leave accumulates from year to year and counts as service for all purposes.
- 44.5. Annual leave can be taken at a time determined by agreement between an employee and their manager.
- 44.6. 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.
- 44.7. Payment may be made or accepted in lieu of annual leave if these conditions are complied with:
 - a. 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;
 - b. each cashing out of paid annual leave must be by a separate agreement in writing between the employee and ANMAC; and
 - c. the employee must be paid at least the full amount they would have been paid had they taken the leave they had forgone.
- 44.8. Annual leave is exclusive of public holidays.
- 44.9. 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.
- 44.10. Upon termination of employment, an employee will be paid any unused annual leave. ANMAC may deduct any annual leave paid in advance.
- 44.11. An employee accrues additional leave from the date they start at ANMAC.

45. Personal leave

- 45.1. An employee is entitled to take personal leave in the following circumstances:
 - a. due to personal illness or injury;
 - b. to attend appointments with a registered health practitioner;
 - c. to manage a chronic condition; and/or
 - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - i. of a personal illness or injury affecting the person; or
 - ii. of an unexpected emergency affecting the other person.

- 45.2. An employee is entitled to 15 days of paid personal leave a year.
- 45.3. Untaken personal leave accumulates from year to year.
- 45.4. Part-time employees are entitled to take paid personal leave on a pro-rata basis.
- 45.5. Casual employees are not entitled to paid personal leave.
- 45.6. A medical certificate from a registered health professional is required for all absences of three working days or more.
- 45.7. Where an employee is determined to be taking excessive personal leave, ANMAC may require a medical certificate for each day of absence.
- 45.8. 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.
- 45.9. Personal leave may be taken in periods of less than a full day.
- 45.10. In certain circumstances, personal leave may be paid at half pay with approval from ANMAC Chief Executive Officer, and in consultation with the employee's manager. Annual and personal leave entitlements will accrue at a pro-rata rate during the period.
- 45.11. Unused personal leave will not be paid out on termination of employment.

46. Compassionate leave

- 46.1. 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:
 - 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, or
 - c. dies.
- 46.2. An employee may take compassionate leave on each permissible occasion.
- 46.3. Compassionate leave may be taken as a single continuous three-day period, or any separate periods as agreed between the employee and their manager.
- 46.4. ANMAC may require the employee to provide evidence of the illness, injury or death in support of the request for leave.
- 46.5. Casual employees are entitled to up to two days unpaid compassionate leave for each occasion when a member of their immediate family or 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, or
 - c. dies.

47. Unpaid parental leave

- 47.1. Parental leave provisions apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 47.2. 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.
- 47.3. 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.
- 47.4. An employee returning from parental leave who has care of a child who is;
 - a. Under school age; or
 - b. 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.
- 47.5. On return from parental leave, an employee is entitled to return to;
 - a. The employee's pre-parental leave position on the same employment and attendance basis prior to the leave; or
 - b. 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.

48. Paid parental leave

- 48.1. 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.
- 48.2. 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.
- 48.3. An eligible employee is entitled to take paid maternity leave if a child is stillborn, or a live baby dies.
- 48.4. 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.
- 48.5. Superannuation will be paid on maternity leave.
- 48.6. 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:

 - a. on the condition that the employee returns to work for ANMAC for a period of six months following their parental leave.
 - b. for up to a period of 38 weeks (being 52 weeks less 14 weeks in accordance

with clause 48.1).

- c. 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.

48.7. 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.

49. Leave for supporting partners

- 49.1. 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.
- 49.2. Supporting partner leave may be paid fortnightly for four weeks, at half the rate for eight weeks or in advance in a lump sum.
- 49.3. Superannuation will be paid on supporting partner leave.

50. Long service leave

- 50.1. An employee is entitled to long service leave equivalent to 13 weeks after 10 years of continuous service.
- 50.2. Long service leave will accrue on a pro-rata basis.
- 50.3. Pro-rata long service leave may be taken after five years of continuous service.
- 50.4. 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.
- 50.5. An employee may request in writing payment in lieu of long service leave.
- 50.6. Long service leave is paid out upon termination of employment after five years' continuous service.

51. Purchased leave

- 51.1. 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*.
- 51.2. 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).

52. Jury service

- 52.1. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 52.2. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 52.3. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 52.4. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 52.5. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the ANMAC for the period of absence.

53. Blood donor's leave

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

54. Emergency services leave

- 54.1. 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.
- 54.2. An employee must:
 - a. notify their manager as soon as possible of the date on which they are required; and
 - b. provide their manager with proof of attendance and the duration of attendance.
- 54.3. Entitlement to emergency services leave will not jeopardise any other employee entitlements.

55. Ceremonial and cultural leave

- 55.1. 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.
- 55.2. Ceremonial and cultural leave must first be approved by the employee's manager.

56. Defence force reserve leave

- 56.1. 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.

57. Community service leave

- 57.1. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- a. the time engaged in the activity;
 - b. reasonable travelling time; and
 - c. reasonable recovery time.
- 57.2. An employee is entitled to one day of leave a year on full salary to undertake community service work.
- 57.3. An employee must have approval from their manager to participate in community service leave before they take the leave.

58. Accrued days off

- 58.1. All ANMAC employees (but not casual employees) are able to accrue one day off, (ADO) every calendar month. This equates to a maximum accrual of 12 ADOs or 90 hours each calendar year.
- 58.2. Part-time employees are entitled to ADOs on a pro-rata basis.
- 58.3. ADOs must be taken as whole or half days.
- 58.4. ADOs must be taken in the calendar year in which they have been accrued. In exceptional circumstances however, missed ADOs (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.
- 58.5. ADOs are not paid out on termination of employment. However, ADO's may be taken during the termination notice period, subject to the approval of the Chief Executive Officer.

59. Study leave

- 59.1. ANMAC supports the professional development of all employees and will identify learning and development needs and opportunities through the employee appraisal process.
- 59.2. Employees undertaking an undergraduate or post graduate qualification, or other form of study directly related to their position at ANMAC, is entitled up to five days paid study leave per year (pro-rata), as approved by the Chief Executive Officer (CEO).

60. Time off in lieu

- 60.1. 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.
- 60.2. 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, for example site visits.
- 60.3. Employees required to work in excess of ordinary hours for sustained periods outside bandwidth hours may be eligible for TOIL.
- 60.4. Where an Executive 1 level employee is required to work in excess of ordinary hours for sustained periods, their manager may negotiate with them to provide reasonable TOIL to recognise the additional effort.
- 60.5. Reasonable TOIL for Executive 1 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.
- 60.6. TOIL should be taken by all ANMAC employees as soon as practical after the hours worked, subject to operational requirements.
- 60.7. **Associate Director – Extra Leave:** 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. Access to this additional week's leave will only be available to Associate Directors engaged by ANMAC prior to 1 July 2025.
- 60.8. It is recognised that this additional week's leave (pro-rata) is to compensate Associate Directors for additional hours worked.
- 60.9. ANMAC provides Accrued Days Off (ADO's) to all employees as compensation for additional hours worked (subject to clause 58).

61. Christmas shutdown leave

- 61.1. ANMAC closes for Christmas and New Year for two weeks. The exact dates designated as 'Christmas shutdown leave' are determined each year by the ANMAC Chief Executive Officer and communicated to employees.
- 61.2. It is compulsory for ANMAC employees to take Christmas shutdown leave.
- 61.3. 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.
- 61.4. Christmas shutdown leave will be treated as normal working days for payment purposes.
- 61.5. Employees on unpaid leave will not receive Christmas shutdown leave.

62. Unpaid leave and continuity of service

- 62.1. Any period of approved unpaid leave will not break continuity of service.
- 62.2. Any period of approved unpaid leave does not accrue leave entitlements.
- 62.3. Following a period of approved unpaid leave, the employee resumes their position and starts again to accrue their entitlements.
- 62.4. Employees on unpaid leave will not be paid for public holidays or Christmas shut down.
- 62.5. 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.

63. Family and domestic violence leave

- 63.1. An employee is entitled to ten days paid leave annually to deal with family and domestic violence.
- 63.2. An employee may take paid leave to deal with family and domestic violence if the employee:
 - a. Is experiencing family and domestic violence; and
 - b. 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.

- 63.3. An employee must give ANMAC notice of their intention to take leave as soon as practicable and of the expected period of leave.
- 63.4. An employee must, if required, provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 63.2.
- 63.5. ANMAC will ensure information concerning any notice or evidence an employee has provided in relation to clause 63.4 is treated confidentially as far as it is reasonably practicable to do so.
- 63.6. Nothing in clause 63.5 prevents ANMAC from disclosing information provided 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.

64. Miscellaneous leave

- 64.1. 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.
- 64.2. Miscellaneous leave may be approved by the Chief Executive Officer in, but not limited to, these circumstances:
 - a. participation in major sporting events;
 - b. natural disasters and other emergencies;
 - c. where an employee fosters a child and is the primary caregiver;
 - d. where an employee is the primary carer of a grandchild;
 - e. days of cultural or religious significance; or
 - f. other purposes.

65. Public holidays

- 65.1. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday (Easter Monday);
 - d. 25 April (Anzac Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and
 - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
- 65.2. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 65.3. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

Part G Termination of employment

66. Notice of termination by an employee

- 66.1. An employee may resign from their employment by giving the Chief Executive Officer at least 20 calendar days' notice.
- 66.2. At the instigation of the Chief Executive Officer, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 66.3. The Chief Executive Officer has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

67. Notice of termination by ANMAC

- 67.1. 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).
- 67.2. 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

- 67.3. 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.
- 67.4. 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:
 - a. employee's ordinary hours of work (even if not standards hours), and
 - b. amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties, and
 - c. any other amounts payable under the employee's contract of employment.

- 67.5. The period of notice in this clause does not apply to:
- a. 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
 - b. casual employees.
- 67.6. Disputes about termination of employment cannot be dealt with under the dispute resolution procedures outlined in Clause 27. This does not affect an employee's right to make an application to the Fair Work Commission.
- 67.7. ANMAC may terminate an employee's employment without notice or reason during an employee's probationary period.

68. Redundancy

- 68.1. An employee is entitled to redundancy pay if their employment is terminated because ANMAC:
- a. no longer requires the job to be done by anyone; or
 - b. is insolvent.
- 68.2. An employee is not entitled to redundancy pay if they are not entitled to such pay under the National Employment Standards.
- 68.3. 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	1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28
Executive 1	4	\$154,911.00	\$160,333.00	\$165,945.00	\$171,753.00
	3	\$146,395.00	\$151,519.00	\$156,822.00	\$162,311.00
	2	\$142,992.00	\$147,997.00	\$153,177.00	\$158,538.00
	1	\$134,281.00	\$138,981.00	\$143,845.00	\$148,880.00
Level 6	4	\$124,693.00	\$129,057.00	\$133,574.00	\$138,249.00
	3	\$119,420.00	\$123,600.00	\$127,926.00	\$132,403.00
	2	\$115,888.00	\$119,944.00	\$124,142.00	\$128,487.00
	1	\$110,528.00	\$114,396.00	\$118,400.00	\$122,544.00
Level 5	3	\$106,464.00	\$110,190.00	\$114,047.00	\$118,039.00
	2	\$102,916.00	\$106,518.00	\$110,246.00	\$114,105.00
	1	\$101,063.00	\$104,600.00	\$108,261.00	\$112,050.00
Level 4	3	\$97,330.00	\$100,737.00	\$104,263.00	\$107,912.00
	2	\$94,666.00	\$97,979.00	\$101,408.00	\$104,957.00
	1	\$92,117.00	\$95,341.00	\$98,678.00	\$102,132.00
Level 3	4	\$90,121.00	\$93,275.00	\$96,540.00	\$99,919.00
	3	\$84,701.00	\$87,666.00	\$90,734.00	\$93,910.00
	2	\$83,607.00	\$86,533.00	\$89,562.00	\$92,697.00
	1	\$81,331.00	\$84,178.00	\$87,124.00	\$90,173.00
Level 2	4	\$75,399.00	\$78,038.00	\$80,769.00	\$83,596.00
	3	\$74,641.00	\$77,253.00	\$79,957.00	\$82,755.00
	2	\$72,467.00	\$75,003.00	\$77,628.00	\$80,345.00
	1	\$70,356.00	\$72,818.00	\$75,367.00	\$78,005.00
Level 1	4	\$67,607.00	\$69,973.00	\$72,422.00	\$74,957.00
	3	\$64,461.00	\$66,717.00	\$69,052.00	\$71,469.00
	2	\$62,442.00	\$64,627.00	\$66,889.00	\$69,230.00
	1	\$60,199.00	\$62,306.00	\$64,487.00	\$66,744.00

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 3 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.

SIGNATORY PAGE

Enterprise agreement of the Australian Nursing and Midwifery Accreditation Council titled ***Australian Nursing and Midwifery Accreditation Council (ANMAC) Ltd Enterprise Agreement 2025 – 2029.***

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: 22/04/2025

Tanya Vogt

Chief Executive Officer

Australian Nursing & Midwifery Accreditation Council Level 1,

15 Lancaster Place

Majura Park

Canberra Airport ACT 2609

Signed:

Date:

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



Signed:

Date: 22/04/2025

Brielle Sciacca

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:

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

Signed:

A handwritten signature in black ink, appearing to read 'Annie Butler', written in a cursive style.

Date:

Name in full: Annie Butler

Position: Federal Secretary

Australian Nursing and Midwifery Federation

Level 1, 365 Queen Street

Melbourne VIC 3000