



# DECISION

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

**NBN CO Limited T/A nbn**  
(AG2018/3383)

## **NBN AND CEPU TECHNICAL EMPLOYEES AGREEMENT 2018 - 2021**

Telecommunications services

COMMISSIONER GREGORY

MELBOURNE, 21 JANUARY 2019

*Application for approval of the nbn and CEPU Technical Employees Agreement 2018 - 2021.*

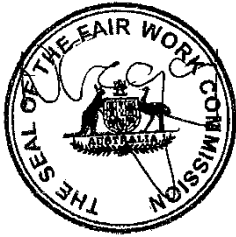
**[1]** An application has been made for approval of an enterprise agreement known as the *nbn and CEPU Technical Employees Agreement 2018 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by NBN CO Limited T/A nbn. The Agreement is a single enterprise agreement.

**[2]** The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

**[3]** Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

**[4]** The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 January 2019. The nominal expiry date of the Agreement is 20 January 2022.



COMMISSIONER

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
**AG2018/3383**

**Applicant:**

**NBN Co Limited**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

In accordance with section 190 of the *Fair Work Act 2009* (Cth) (**Fair Work Act**), in relation to the *nbn and CEPU Technical Employees Agreement 2018-2021* (**Agreement**), NBN Co Limited undertakes:

1. that all casual employees (within the meaning given to that term for the purposes of the NES) will receive the minimum annual leave entitlements that apply to them under the NES; and
2. that employees who are paid in accordance with Schedule B of the Agreement will be paid no less than \$86 per week.

**Employer name:** NBN Co Limited

**Authority to sign:** I, Andrei Moore, General Manager – Employee Relations, have the authority given to me by NBN Co Limited to sign this undertaking on the Company's behalf.

**Signature:**



**Date:** 13 December 2018



Australia's  
broadband  
network

**nbn and CEPU Technical  
Employees Agreement  
2018-2021**

**Note - this 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 the agreement.**

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## 1. Title

1.1 This Agreement will be known as the **nbn** and CEPU Technical Employees Agreement 2018 - 2021.

## 2. Scope and Application of the Agreement

2.1 This Agreement is made under the *Fair Work Act 2009* (Cth) and those bound by this Agreement are:

- (a) **nbn**;
- (b) all persons who are employed by **nbn to undertake technical functions associated with connection to, and operations and maintenance of the nbn network or services on the nbn network**, as outlined in Schedule A of this Agreement.; and
- (c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

## 3. Definitions and Interpretation

3.1 In this Agreement, unless the context indicates a contrary intention:

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) and associated regulations
<b>Agreement</b>	means this agreement known as the <b>nbn</b> and CEPU Technical Employees Agreement –2018-2021
<b>Award</b>	means the Telecommunications Services Award 2010
<b>CEPU</b>	means the means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
<b>Commission</b>	means the Fair Work Commission
<b>Date of Operation</b>	has the meaning given in clause 5.1 of this Agreement
<b>Employee</b>	means an employee of <b>nbn</b> bound by this Agreement
<b>NES</b>	means the National Employment Standards as set out in the Act
<b>nbn</b>	means <b>nbn co limited</b> ABN 86 136 533 741 ACN 136 533 741
<b>Probationary Employee</b>	means an Employee in their first three months of employment with <b>nbn</b> who commenced employment before 9 July 2018
<b>Qualifying Period</b>	means the first six months of employment of an employee who commenced employment on or after 9 July 2018
<b>Shiftworker</b>	For the purposes of the provisions of the NES which deal with annual leave, a shiftworker is an afternoon or night shiftworker who is rostered to regularly work ordinary hours of work on Sundays and Public holidays

3.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definitions in the Act will apply.

3.3 Unless the context indicates a contrary intention “includes” in any form is not any word of limitation.

3.4 The Telecommunications Services Award 2010 is the relevant modern award for the purpose of the better off overall test that is applied by the Commission in approving this Agreement.

## 4. Objective

4.1 To set the terms and conditions of employment for **nbn** Employees covered by the scope of this Agreement.

## 5. Date of Operation

- 5.1 This Agreement will come into operation from the seventh day after approval under the Act by the Commission. The nominal expiry date of this Agreement is three years after the day on which the Commission approves the Agreement.
- 5.2 This Agreement will remain in operation unless varied, terminated or replaced by a new enterprise agreement in accordance with the Act.
- 5.3 Subject to the provisions of the Act, **nbn** will commence discussions on a new enterprise agreement four months before the Agreement is due to expire.

## 6. Access to Agreement and NES

- 6.1 The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement may provide for conditions in excess of (but not below) the NES.
- 6.2 Employees covered by this Agreement may also have access to the benefit of **nbn** policy (as changed from time to time) where that policy provides a benefit in excess of the NES or this Agreement. **Nbn** policies do not form part of this Agreement and may be introduced, amended, replaced or rescinded by **nbn** in its absolute discretion at any time.
- 6.3 **nbn** will ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## 7. Flexibility Term

- 7.1 **nbn** and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 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 **nbn** and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by **nbn** and the Employee.
- 7.2 **nbn** must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the employee being better off overall than the Employee would be if no arrangement was made.
- 7.3 **nbn** must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of **nbn** and Employee; and
  - (c) is signed by **nbn** and the 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 Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 7.4 nbn** must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 nbn** or the 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 **nbn** and the Employee agree in writing--at any time.

## **8. Consultation Term Regarding Major Workplace Change**

**8.1** This term applies if **nbn**:

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

### **Major change**

**8.2** For a major change referred to in paragraph 8.1(a):

- (a) **nbn** must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 8.3 to 8.9 apply.

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

**8.4** If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise **nbn** of the identity of the representative;

**nbn** must recognise the representative.

**8.5** As soon as practicable after making its decision, **nbn** must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures **nbn** 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 the Employees; and
  - (iii) any other matters likely to affect the Employees.

**8.6** However, **nbn** is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**8.7** **nbn** must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.



**8.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of **nbn**, the requirements set out in paragraph 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.

**8.9** In this term, a major change is **likely to have a significant effect on Employees** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of **nbn**'s workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

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

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

- (a) **nbn** must notify the relevant Employees of the proposed change; and
- (b) subclauses 8.11 to 8.15 apply.

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

**8.12** If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise **nbn** of the identity of the representative;

**nbn** must recognise the representative.

**8.13** As soon as practicable after proposing to introduce the change, **nbn** must:

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

**8.14** However, **nbn** is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**8.15** **nbn** must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

**8.16** In this term:

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

## **9. Dispute Resolution Term**

**9.1** If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

then this term sets out procedures to settle the dispute.

**9.2** At any stage through dispute resolution process an Employee who is a party to the dispute may appoint a representative, including a union, for the purposes of the procedures in this term.

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

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

**9.5** The Commission may deal with the dispute in 2 stages:

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

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

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

**9.7** 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 **nbn** to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

## **10. Types of Employment**

Employees may be engaged on a full-time, part-time, casual or limited tenure basis. All Employees will go through an **nbn** induction program deemed appropriate by **nbn** for the work the Employee is performing.

### **10.1 Full-time employment**

A full time Employee is an Employee not specifically engaged as part-time, casual or on a limited tenure basis. A full time Employee's ordinary hours will be in an average of 38 hours per week in accordance with clause 18 - Hours of Work.

## 10.2 Part-time employment

- (a) An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 38 hours per week. An Employee so engaged will be paid per hour 1/38th of the weekly rate prescribed in Schedule A of this Agreement for the work performed.
- (b) Overtime will be payable to part-time Employees for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the Employee. However, a part-time Employee is not entitled to be paid overtime penalties on a day until they have worked at least an equivalent number of hours that day to an equivalent full-time Employee, provided that a part-time Employee will not work more than 38 hours in any week at ordinary rates.
- (c) The terms of this Agreement will apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38 hours.
- (d) **Public holidays**  
Where the part-time Employee's normal paid hours fall on a public holiday prescribed by this Agreement and work is not performed by the Employee, such an Employee will not lose pay for the day. Where a part time Employee works on the public holiday they will be paid in accordance with clause 27 – Public Holidays of this Agreement.

## 10.3 Casual employment

- (a) **nbn** may engage Employees on a casual basis in which case employment may be terminated by an hour's notice given either by **nbn** or the Employee, or by the payment or forfeiture of an hour's pay as the case may be.
- (b) A casual Employee is one engaged and paid as such, and for working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this Agreement for the work which the Employee performs, plus 25% casual loading.
- (c) The casual loading described in clause 10.3(b) is paid on the Employees base rate of pay for all ordinary hours. The casual loading is not paid when an Employee works overtime or on a Public Holiday. However, where a casual employee works overtime or on a public holiday the applicable overtime or public holiday loadings will apply.
- (d) Subject to the evidentiary and notice requirements in clause 22.3 or 22.4, casual Employees are entitled to not be available to attend work, or to leave work:
  - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death in Australia of an immediate family or household member.

**nbn** and the casual Employee will agree on the period for which the casual Employee will be entitled to not be available to attend work. In the absence of agreement, the casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (e) Unless otherwise provided the provisions of clauses 11 Termination of Employment, 12 Redundancy, 21 Annual Leave, 22 Personal/Carers Leave and Compassionate Leave and 23 Community Service Leave do not apply to casual Employees.

#### **10.4 Casual conversion to full time or part time employment**

- (a) A casual Employee engaged by **nbn** on a regular and systematic basis for a continuous period of at least six months may request to have their contract of employment converted from casual employment to full-time or part-time employment, provided that there is a current appropriate vacancy in **nbn** and **nbn** agrees. Irregular casual Employees who are engaged by **nbn** to perform work on an occasional or non-systematic or irregular basis are not entitled to the provisions of this clause.
- (b) A casual Employee will not be engaged and re-engaged by **nbn** to avoid any obligation under this clause.

#### **10.5 Limited tenure employment**

- (a) An Employee may be engaged on a full time or part time basis for a specific period of time or for specific task(s).
- (b) The details of the specific period of time or specific task(s) shall be set out in writing and retained by **nbn** and a copy will be provided to the Employee.
- (c) An Employee engaged in accordance with 10.5(a) is for all purposes of the Agreement a full-time or part-time Employee, except where otherwise specified in this Agreement.
- (d) Service under a contract of employment for a specific period of time or specific task(s) will form part of an Employee's period of continuous service, where such Employee is engaged as a full-time or part-time Employee immediately following such contract of employment.

### **11. Termination of Employment**

#### **11.1 Qualifying Period**

- (a) Employees excluding casual Employees, who commenced employment on or after 9 July 2018 will be subject to a 6 month qualifying period, commencing from the day the Employee commences work.
- (b) During the qualifying period, **nbn** will assess an Employee's suitability for their position and provide feedback on their performance, including areas in which they need to improve.
- (c) During the qualifying period, employment may be terminated by either **nbn** or the Employee by giving one week's notice, or by the payment or forfeiture of 1 week's pay in lieu of such notice.
- (d) An employee who commenced employment before 9 July 2018 will be subject to a 3 month probationary period where employment may be terminated by either **nbn** or the Employee by giving one week's notice, or by the payment or forfeiture of 1 week's pay in lieu of such notice. An employee who commenced employment before 9 July 2018 and completes 3 months of service will be entitled to the notice in clause 11.2.

#### **11.2 Notice of termination by nbn**

All Employees except probationary employees, employees subject to the six month qualifying period and casual employees are entitled to four weeks' notice on termination by **nbn**. Employees over 45 years old who have completed at least two years service when they receive notice are given an additional week of notice.

### 11.3 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of **nbn**. If an Employee fails to give the required notice, **nbn** may withhold any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee. **nbn** may, at its discretion, require an Employee not to attend work during part or all of the period of notice.

### 11.4 Job search entitlement

Where **nbn** has given notice of termination to an Employee, and where the notice is not paid fully or partly in lieu by **nbn**, an Employee will be allowed up to one day's time off during the notice period without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after approval from **nbn**.

## 12. Redundancy

12.1 An Employee, other than a casual and limited tenure Employee is entitled to be paid redundancy pay by **nbn** if the Employee's employment is terminated:

- (a) At **nbn**'s initiative because **nbn** no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) As otherwise provided in the NES redundancy sections as set out in the Act

12.2 The amount of redundancy pay equals the total amount payable to the Employee for redundancy pay period worked out using the table below:

YEARS OF CONTINUOUS SERVICE	WEEKS' PAY
Less than 1 year's service	2 weeks
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks plus pro rata
5 years and less than 6 years	10 weeks plus pro rata
6 years and less than 7 years	12 weeks plus pro rata
7 years and less than 8 years	14 weeks plus pro rata
8 years and less than 9 years	16 weeks plus pro rata
9 years and less than 10 years	18 weeks plus pro rata
10 years and less than 11 years	20 weeks plus pro rata
11 years or more	22 week up to a maximum of 48 weeks (see note)

*Note:* After 11 years of service 2 weeks will apply for each year thereafter (pro rated) up to a maximum of 48 weeks. Notice of termination provided for in clause 11 of this Agreement will apply in addition to the redundancy payment set out in this clause. Weeks' pay under this clause means the Employee's base rate of pay for his or her ordinary hours of work. Pro rata for the purposes of this clause means to the nearest completed month of service.

### 12.3 Transfer to lower paid duties

Where an Employee agrees to be transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. **nbn** may also, at **nbn**'s option, instead make payment of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

#### 12.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### 12.5 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of **nbn**, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 11.4.

#### 12.6 Transmission

The provisions of clause 12 of this Agreement are not applicable where a business is transmitted from **nbn** (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

- (a) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
- (b) Where the Employee rejects an offer of suitable alternative employment with the transmittee.

In circumstances where a business is transmitted from the transmittor to the transmittee and an Employee becomes employed by the transmittee all redundancy provisions under this Agreement will be preserved as at the date of the Employee's transmission of employment.

#### 12.7 Suitable Alternative Employment

- (a) **nbn**, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the **nbn** obtains acceptable alternative employment for an Employee.
- (b) This provision does not apply in circumstances involving transmission of business as set out in clause 12.6.

### 13. Classifications

**13.1** Classification bands and base rates of pay for Employees are set out in Schedule A to this Agreement. During the first 18 months of operation of this Agreement, **nbn** commits to a review of the classification bands set out in Schedule A. This review will be done in consultation with employees and the parties to this Agreement.

#### 13.2 Annualised pay arrangements

- (a) **nbn** may pay an Employee classified in Band 4 in Schedule A of this Agreement an annual allowance in addition to the Employee's annual base rate of pay. Where an annual allowance is paid to a Band 4 Employee it will be in circumstances where it is agreed between **nbn** and an Employee that the Agreement provisions relating to allowances, hours of work, start and finish times, overtime and public holidays shall not apply because they have been compensated for by the annual allowance. The annual allowance will be calculated by **nbn** to ensure that the Employee is no worse off in monetary terms than had the relevant Agreement terms been applied.
- (b) An Employee will be advised in writing the method of compensation being used.

## 14. Supported Wage System

See Schedule B.

## 15. Allowances

### 15.1 Allowances – Not for all purposes

The allowances in this clause do not apply for all purposes of the Agreement unless specifically stated.

Unless specified otherwise in this Agreement, **nbn** will increase the allowances set out in this clause by:

- (i) 2.25% (rounded to two decimal places) on and from the first full pay period commencing on or after the Date of Operation; and
- (ii) 2% (rounded to two decimal places) on and from the first full pay period commencing on or after 12 months after the Date of Operation; and
- (iii) 1.75% (rounded to two decimal places) on and from the first full pay period commencing on and after 24 months after the Date of Operation.

For the avoidance of doubt, the allowances specified in clauses 15.1(b) and 15.1(d) below are inclusive of the 2.25% increase set out at (i) above.

#### (a) Vehicle allowance

An Employee who is required by **nbn** on a casual basis to use the Employee's motor vehicle to carry out **nbn**'s business will be paid an allowance of \$0.70 per kilometre. Where required, the vehicle allowance will be increased on and from the first full pay period on or after 1 July 2018, 1 July 2019 and 1 July 2020 to the amount of the most recent Australian Taxation Office annual adjustment applicable at the time.

#### (b) First aid allowance

An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid a weekly allowance of \$14.04 if they are appointed in writing **nbn** to perform first aid duty.

#### (c) Telephone allowance

Where **nbn** requires an Employee in writing to have a phone for work purposes the cost of the phone and business calls will be met by **nbn** in accordance with **nbn** policy and procedure as amended from time to time. Reasonable personal calls may be met by **nbn** in accordance with **nbn**'s policies and procedures as amended from time to time.

#### (d) Meal allowance

An Employee is entitled to a meal allowance of \$18.30 on each occasion that the Employee is entitled to a rest break in accordance with clause 19.3, except in the following circumstances, if the Employee:

- (i) was notified no later than the previous day that they would be required to work overtime; or
- (ii) is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.

If the Employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to do less than the amount advised, they will be paid the prescribed meal allowance for the meal or meals.

**(e) Transfers, travelling and working away from usual place of work**

**(i) Distant work/travelling time payment**

All reasonable out of pocket expenses incurred in connection with **nbn**'s business authorised by **nbn** and properly paid by the Employee will be reimbursed by **nbn** in the next full pay period. Provided that **nbn** may apply an allowance consistent with the ATO prescribed allowances in lieu of reimbursing reasonable expenses as provided for in clause 15.1(e).

- An Employee directed by **nbn** to travel in the Employee's own time to transact company business will be paid travelling time and all expenses incurred while travelling in accordance with clause 15.1(e)(ii). Further, an Employee sent by their **nbn** from their usual locality to another and required to remain away from their usual residence will be paid expenses whilst absent from their usual locality.
- An Employee is not entitled to be paid for travelling in the Employee's accustomed workplace. In circumstances where an Employee is required to work away from the accustomed workplace and travels in the Employee's own time to reach such place, the Employee will be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling from home to the accustomed workplace or boundary of the accustomed territory.

**(ii) Payment for travelling**

- The amount of pay for an Employee travelling outside of ordinary hours will be their ordinary base rate of pay.
- The travelling time to be paid will be a maximum 12 hours out of every 24 hours, or where a sleeping berth is provided for all night travel, 8 hours out of every 24 hours.
- The cost of fares will be paid by **nbn**.

**(iii) Expenses**

Expenses for the purposes of clause 15.1(e)(i) means:

- Reasonable expenses incurred while travelling including each meal taken (except where the cost of the meal is included in the fare); and where applicable;
- Reimbursement of the cost incurred for lodging of at least reasonable hotel/motel standard.

**(f) Safe travel allowance**

**(i)** When an Employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, **nbn** will provide the Employee with transport home, or pay them their current wage for the time reasonably spent in reaching home.

**(ii)** The provisions of clause 15.1(f)(i) do not apply if:

- reasonable means of transport are available to the Employee; or
- where the Employee was notified no later than the previous day or previous rostered shift that they would be required to work overtime or a shift for which he or she has not been regularly rostered and the Employee has made or could have made reasonable transport arrangements.



**(g) On Call Arrangements**

**(i) Rostered Arrangements On Call**

- In order to meet business requirements, **nbn** may decide to impose restrictions on Employees on a rostered basis to ensure their availability for responding to unscheduled servicing requirements.
- Employees so rostered must respond to the relevant service demand/requirement within one half hour of being contacted, i.e. be directly enroute to the worksite or have remotely accessed via home based computer work equipment.
- In rostering Employees for this purpose, **nbn** will have regard to their ability to be at the worksite within a time frame that meets its business needs for satisfying essential business requirements.
- The rostered Employee will be entitled to an amount of 20% per hour calculated by reference to the Employee's ordinary base rate of pay.
- Any Employee restricted as above and who is required to report to the worksite or a customer's premises will be entitled to the appropriate overtime rate for a minimum period, inclusive of travel time, of 3 hours for any unscheduled call out. Where such an Employee is required to respond to an unscheduled requirements via home based work equipment i.e. through remote diagnostics, analysis and correction, or is required to provide telephone directions/advice to achieve service restoration, the minimum entitlement will be 1 hour at the applicable overtime rate. The minimum payment provided in this clause is in lieu of the minimum overtime payment provided in clauses 19.2 and 19.6.

**(ii) Non Rostered Call Out**

- Any Employee who has not been rostered on to a personal restriction situation but who is required to respond to an unscheduled business requirement at the worksite or at a customer's premises will be entitled to overtime at the applicable rate for such call out subject to the minimum period prescribed in dot point 5 in (g)(i) above.
- Where an Employee who has not been rostered on to a personal restriction situation is required to respond to an unscheduled business requirement via home based work equipment, i.e. through remote diagnostics, analysis and correction, the minimum entitlement will be 1 hour at the applicable overtime rate. The requirement to carry a mobile phone or wear a pager for contact purposes however does not provide an entitlement.
- Where an Employee is required to attend to a subsequent unscheduled servicing requirement and the minimum payment period for the previous call out has not expired, the additional period for payment will extend only to the time the subsequent call out (including travel time) concludes.

**16. Payment of Wages and Allowances**

**16.1** Wages and allowances will be paid fortnightly in arrears.

**16.2** Wages and allowances will be paid by electronic funds transfer into an account nominated by the Employee.

**16.3 Salary Sacrifice**

- (a)** An Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements provided that the arrangement is in writing and complies with relevant legislation and is allowable under **nbn** policy as amended from time to time.

- (b) Where an Employee salary sacrifices under this clause, the Employees base hourly rate of pay and other effected entitlements under this Agreement will continue to be calculated on the pre-salary sacrificed amount.

## 17. Superannuation

### 17.1 Superannuation Contributions

**nbn** will make superannuation contributions in accordance with the *Superannuation Guarantee and Administration Act 1992* (Cth) into an authorised superannuation fund nominated by the Employee. If the Employee chooses not to nominate a superannuation fund, contributions will be made by **nbn** into a default superannuation fund provided that such fund offers a compliant MySuper product. Unless required by the *Superannuation Guarantee and Administration Act 1992* (Cth) or other applicable legislation to make superannuation contributions at a higher rate, **nbn** will make superannuation contributions at the rate of 10% during the life of this Agreement.

### 17.2 Voluntary Post Tax Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise **nbn** to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as **nbn** makes the superannuation contributions provided for in clause 17.1.
- (b) An Employee may adjust the amount the Employee has authorised **nbn** to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to **nbn**.
- (c) **nbn** must pay the amount authorised under clauses 17.2(a) or (b) in accordance with its normal practice of scheduled payments.

### 17.3 Absence from work

Subject to the governing rules of the relevant superannuation fund, **nbn** must also make the superannuation contributions provided for in clause 17.1 and pay the amount authorised under clauses 17.2(a) or (b):

- (a) **Paid leave**—while the Employee is on any paid leave.
- (b) **Work related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks in total) of the Employee due to work related injury or work related illness provided that:
  - (i) the Employee is receiving workers compensation payments or is receiving regular payments directly from **nbn** in accordance with statutory requirements; and
  - (ii) the Employee remains employed by **nbn**.

## 18. Hours of work

**18.1** For the purposes of understanding the operation of this clause, all sub clauses should be read in conjunction with each other.

**18.2** The ordinary hours of work are to be an average of 38 per week.

**18.3** Except as provided for in clauses 18.7(b), the ordinary hours of an Employee must not exceed 152 hours in 28 consecutive days and except as provided for in clause 18.7(b) an Employee will not be required to work more than 10 ordinary hours per day.

**18.4** Where an Employee is transferred permanently from day work to shift work or from shift work to day work, such an Employee should receive at least one month's notice. However, **nbn** and the Employee may agree on a lesser period of notice.

### 18.5 Method of arranging ordinary hours

The method of arranging ordinary hours may be by:

- (a) Employees working a consistent number of ordinary hours each day; or

- (b) fixing one day a week on which Employees work a lesser number of hours; or
- (c) fixing one or more days on which all Employees will be off during a particular work cycle; or
- (d) rostering Employees off on various days of the week during a particular work cycle so that each Employee has one or more days off during that cycle.

#### 18.6 Alteration to hours of work for day and shift workers

- (a) Subject to **nbn**'s right to:
  - (i) fix the daily hours for day work within the spread of hours referred to in clause 18.7;
  - (ii) fix shift start and finish times referred to in clause 18.10(b); and
  - (iii) fix shift rosters referred to in clause 18.10(b);
- (b) **Nbn** will publish rosters at least four weeks prior to each week's commencement where it is able to do so taking into account the needs of the business along with consideration of the employees' family and personal requirements, in accordance with **nbn**'s work/life balance principles. **nbn** may alter the hours for day workers and shift rosters for shift workers once determined under the following circumstances:
  - (i) by **nbn** giving one weeks' notice of the requirement to change the arrangement of hours or the roster;
  - (ii) by **nbn** giving 48 hours' notice to the Employee in the case of an emergency;
  - (iii) by mutual agreement between the Employee(s) concerned and **nbn**; or
  - (iv) at the discretion of **nbn**, Employees may be permitted to exchange shifts or days off to perform duty for another Employee. In such circumstances, **nbn** is not required to make any additional payment under clause 18.10(d).
- (c) Provided that where an Employee receives notice under clause 18.6(b) and they raise significant concerns about the alteration of their hours of work due to their personal or family circumstances, **nbn** will consult with the Employee about such concerns.

#### 18.7 Day work

- (a) Except as provided for in clause 18.7(b) the ordinary hours of work for day work will be worked between the following spread of hours:  
Monday to Friday—7.00 am to 7.00 pm
- (b) Flexibility in relation to day work hours
  - (i) The following forms of flexibility may be implemented in respect of all Employees in a workplace or section(s) thereof, subject to agreement between **nbn** and the majority of the Employees concerned in the workplace or relevant section/s. Agreement in this respect may also be reached between **nbn** and an individual Employee:
    - the spread of hours in clauses 18.7(a) may be altered by up to one hour at one or both ends of the daily spread;
    - in excess of 10 hours and up to 12 hours of ordinary time may be worked per day, exclusive of meal breaks. The implementation of 12 hour days is subject to the provisions of clause 18.9; and
    - a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.

- (ii) Where an agreement is reached by the majority of Employees it will apply to all the Employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement. Where **nbn** is seeking to reach agreement with Employees or an Employee under this clause the Employee(s) may be request the involvement of a representative, including a union.
- (iii) Where an agreement is reached in accordance with clause 18.7(b), the agreement will be recorded in the time and wages records.

#### **18.8 Make-up time**

- (a) An Employee may elect, with the consent of **nbn**, to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Agreement.
- (b) An Employee on shift work may elect, with the consent of **nbn**, to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off.

#### **18.9 Twelve hour days**

Implementation of 12 hour days or shifts is subject to the following:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided; and
- (e) an adequate trial or review process being implemented.

#### **18.10 Provisions applicable only to morning, afternoon or night shifts**

- (a) The provisions of this clause apply only to time worked on morning, afternoon and night shifts and do not apply to time worked during the day.
- (b) The ordinary hours of work for morning, afternoon and night shift workers will be worked at the discretion of **nbn** on any days of the week, Monday to Sunday, subject to clause 18.6 and the penalties in clause 18.10(c) and 18.10(d) and 18.12.
- (c) For the purposes of this Agreement:
  - (i) Subject to clause 18.7(b), afternoon shift means any shift finishing after 7.00 pm and at or before midnight.
  - (ii) Subject to clause 18.7(b), morning shift means any shift commencing at or after 4am and before 7.00am.
  - (iii) Subject to clause 18.7(b), night shift means any shift finishing subsequent to midnight and at or before 9.00 am.
  - (iv) Employees on a morning shift or afternoon shift are entitled to a penalty of 15%.
  - (v) Except as provided for in clause 18.10(d), Employees on a night shift are entitled to a penalty of 15%.
- (d) An Employee who:
  - (i) during a period of engagement on shift, works night shift only; or
  - (ii) remains on night shift for a longer period than four consecutive weeks; or
  - (iii) works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the Employee at least one third of the working time off night shift in each shift cycle;

is entitled to a loading of 30% for time worked on such night shift. This loading is in substitution for and not cumulative upon the night shift loading prescribed in clause 18.10(c).

#### **18.11 Flexibility in relation to shift work hours**

- (a) The following forms of flexibility may be implemented in respect of all Employees in a workplace or section(s) thereof, subject to agreement between **nbn** and the majority of the Employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between **nbn** and an individual Employee:
  - (i) in excess of 10 hours and up to 12 hours of ordinary time may be worked per shift, exclusive of meal breaks. The implementation of 12 hour shifts is subject to the provisions of clause 18.9.
  - (ii) a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (b) Where an agreement is reached by the majority of Employees it will apply to all the Employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.
- (c) Where an agreement is reached in accordance with clause 18.11(a), the agreement will be recorded in the time and wages records.

#### **18.12 Weekend penalty loading**

- (a) Employees are entitled to a loading of 50% for ordinary time worked:
  - (i) between midnight on Friday and midnight on Saturday.
- (b) Employees are entitled to a loading of 100% for ordinary time worked:
  - (i) between midnight on Saturday and midnight on Sunday.
- (c) The rates in clause 18.12(a) and 18.12(b) are in substitution for and not cumulative upon the morning, afternoon and night shift loadings prescribed in clauses 18.10(c) and 18.10(d).

**18.13** The loadings in clause 18 Hours of work are not payable for periods of overtime or for time worked on public holidays.

#### **18.14 Daylight saving**

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant state or territory legislation, an Employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock, at the end of work).

## **19. Overtime and Penalty Rates**

### **19.1 Overtime and Overtime rates**

- (a) An Employee is required to work reasonable overtime subject to the provisions of clause 19.1(b)
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
  - (i) any risk to Employee health and safety;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by **nbn** of the overtime and by the Employee of his or her intention to refuse it; and

- (v) any other relevant matter.
- (c) Daily ordinary hours are arranged in accordance with clause 18.4 or 18.6. All work done in excess of the daily ordinary hours by an Employee Monday to Friday will be paid at the rate of time and a half for the first three hours and double time thereafter. All overtime worked by an Employee on a Saturday will be paid at the rate of time and a half for the first three hours and double time thereafter. All overtime worked by an Employee on Sunday will be paid at double time.
- (d) In computing overtime, each day's work will stand alone.
- (e) Employees who are late starting or are absent for part of their ordinary hours on unpaid leave will complete their ordinary hours for that day prior to the entitlement to overtime.

### **19.2 Minimum payment**

- (a) An Employee required to work overtime will be paid for a minimum of three hours at the appropriate rate except where such overtime is worked prior to or at the conclusion of ordinary hours of work.
- (b) In such circumstances, the Employee will receive payment at the rate prescribed in clause 19.1 hereof for the actual time worked apart from where overtime is cancelled at the initiation of the Employee

### **19.3 Rest break during overtime**

An Employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime if the Employee continues to work after such rest break.

### **19.4 Rest period after overtime**

- (a) When overtime work is necessary, it will wherever reasonably practicable be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An Employee (other than a casual or part-time Employee), who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the Employee did not have at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of **nbn** an Employee resumes or continues work without having had such 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for such period and then is entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay.
- (d) The provisions of this clause will not apply to call backs where the time worked is less than three hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is four hours or more then the provisions of clauses 19.4(b) and 19.4(c) will apply.

### **19.5 Time off instead of payment for overtime**

- (a) An Employee may request, with the consent of **nbn**, to take time off instead of payment for overtime at a time or times agreed by **nbn**. This agreement must be in writing. The Employee must take the time off within four weeks of working the overtime unless otherwise mutually agreed.
- (b) If the Employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the ordinary time rate, (that is an hour for each hour worked).

- (c) If requested by an Employee, **nbn** must, within one week of receiving a request, pay the Employee for any overtime worked. The Employee must be paid at overtime rates.

#### **19.6 Call back**

- (a) An Employee recalled to work overtime after leaving work will be paid a minimum of three hours at the appropriate overtime rate for each time recalled, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours. An Employee will not be required to work the full three hours if the job(s) recalled to perform are completed within a shorter period.
- (b) Notwithstanding (a) above, where an Employee has completed the call back and left work and is recalled within the three hour minimum period for that call back, the balance of the three hours' minimum period for that call back will be cancelled and the Employee will only be paid up to the commencement of the next call back. The Employee will then be entitled to be paid for a minimum of three hours for the next call back.
- (c) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 19.4 where the time worked is less than three hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is four hours or more then the provisions of clauses 19.4(b) and 19.4(c) will apply.

#### **19.7 Rates not cumulative**

The rates prescribed in this clause are in substitution for and not cumulative upon the loadings prescribed in clause 27 – Public Holidays.

### **20. Breaks**

**20.1** Except as provided for in clause 20.3, where practicable, an Employee will not be required to work for more than five hours without a 30 minute unpaid meal break when working a shift of eight hours or less. When working a shift of over eight hours an employee will not be required to work for more than six hours without a 30 minute unpaid meal break..

**20.2** Where a shift is more than 6 hours in length but less than 9 hours in length Employees will be entitled to two fifteen minute paid rest breaks. One at some time before the meal break and one at some time after the meal break. Where a shift is 9 hours or more in length Employees will be entitled to three 15 minute paid rest breaks. No more than two rest breaks before the meal break and the remaining breaks sometime after the meal break. The timing of such rest breaks will be at **nbn**'s discretion, depending upon operational requirements.

#### **20.3 Flexibility in relation to meal breaks**

- (a) The following forms of flexibility may be implemented in respect of all Employees in a workplace or section(s) thereof, subject to agreement between **nbn** and the majority of the Employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between **nbn** and an individual Employee:
  - (i) Employees may work in excess of five hours but not more than six hours without a meal break;
  - (ii) meal breaks may be for a period of less than 30 minutes. An Employee and **nbn** may agree to less than 30 minutes, but not less than 20 minutes.
- (b) Where an agreement is reached by the majority of Employees, it will apply to all the Employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.

**20.4** An Employee directed by **nbn** to work in excess of five hours without a meal break (or such period as extended in accordance with clause 20.3) and will be paid at the rate of time and a half for the meal period and the Employee will be permitted to have the Employee's usual meal period without deduction from the Employee's wage as soon as possible after the prescribed meal period.

**20.5** This clause will not operate outside an Employee's ordinary working hours. Rest breaks during overtime are prescribed in clause 19 – Overtime and Penalty Rates of this Agreement.

## **21. Annual Leave**

**21.1** This clause of the Agreement supplements the provisions of the NES which deal with annual leave. Annual Leave and Annual Leave Loading do not apply to casual Employees.

### **21.2 Payment for annual leave**

- (a)** Instead of the base rate of pay as referred to in s.90(1) of the NES, an Employee, prior to commencing a period of annual leave, will be paid the wages they would have received in respect of the ordinary time the Employee would have worked had the Employee not been on leave during the relevant period.
- (b)** 17.5% annual leave loading has been taken into account in determining the remuneration of an Employee under this Agreement. Except as provided in clause 21.2(c) annual leave loading will not be paid to an Employee on annual leave entitlements because the Employees remuneration has been fixed having regard to this fact.
- (c)** Where an Employee would have received loadings, in accordance with clause 18 - Hours of work, of this Agreement, had the Employee not been on annual leave and such loadings would have entitled the Employee to a greater amount than the loading of 17.5% that was taken into account fixing the Employees remuneration, then the Employee will be paid a pro rata top up payment at the time the annual leave is taken by the Employee.

### **21.3 Excessive leave**

If **nbn** has genuinely tried to reach agreement with an Employee as to the timing of taking annual leave, **nbn** can require the Employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a)** at the time the direction is given, the Employee has eight weeks or more of annual leave accrued; and
- (b)** the amount of annual leave the Employee is directed to take is less than, or equal to, a quarter of the amount of leave accrued.

### **21.4 Paid leave in advance of accrued entitlement**

By agreement between **nbn** and an Employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued **nbn** may make a corresponding deduction from any money due to the Employee on termination.

### **21.5 Annual close-down**

- (a)** **nbn** may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the Employees in the enterprise or part concerned, provided that **nbn** gives at least one month's notice to the affected Employees. The notice will advise Employees of the commencement date and duration of the close-down.
- (b)** **nbn** may close down for one or two periods. Where there is agreement between **nbn** and the majority of Employees concerned, **nbn** may close down for more than two periods.



- (c) An Employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage. An Employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown.

**21.6** nbn will permit Employee's reasonable flexibility in taking annual leave with such leave to be taken in accordance with nbn policies.

#### **21.7 Purchased Leave**

nbn policies will provide opportunities by which each permanent full time and part time Employee, may, subject to agreement with nbn and in accordance with its policies participate in a scheme to purchase up to four weeks additional purchased leave per anniversary year from their base rate of pay. The terms and application of such policies will be at all times at the sole discretion of nbn. The purchased leave amount(s) will be adjusted against the Employees base rate of pay under this Agreement.

### **22. Personal/Carer's Leave and Compassionate Leave**

**22.1** This clause of the Agreement supplements the provisions of the NES which deal with personal/carers leave and compassionate leave.

**22.2** As provided by the NES full time Employees will accrue 10 days personal/carers leave per annum. Employees seeking to take Personal Leave are required to:

- (a) make all reasonable efforts to inform their direct manager before or at the time of the Employee's normal commencement time or if that is not reasonably practicable as soon as possible, that they are unable to work due to illness or injury; and
- (b) Once an Employee has had two days of absence on personal leave in a calendar year the Employee will be required to provide a medical certificate. If it is not reasonably practical to provide a medical certificate a statutory declaration may be provided.

**22.3** Employees seeking to take Carer's Leave are required to:

- (a) make all reasonable efforts to inform their direct manager before or at the time of the Employee's normal commencement time or if that is not reasonably practicable as soon as possible, that they are unable to work due a requirement to provide care and support to an immediate family member or member of the Employees household; and
- (b) provide a medical certificate for the member of the immediate family or household the Employee is caring for. If it is not reasonably practical to provide a medical certificate a statutory declaration may be provided.

**22.4** As provided by the NES Employees will be entitled to 2 days compassionate leave on each occasion. Employees seeking to take Compassionate Leave are required to:

- (a) make all reasonable efforts to inform their direct manager before or at the time of the Employee's normal commencement time or if that is not reasonably practicable as soon as possible, that they are unable to work due to the Employee taking a period of compassionate leave; and
- (b) provide reasonable evidence as required by nbn that the Employee is eligible to take compassionate leave.

### **23. Community Service Leave**

**23.1** This clause of the Agreement supplements the provisions of the NES which deal with community service leave.

**23.2** An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period to undertake eligible community service.

**23.3** Eligible community service activity means jury service or voluntary emergency management activities and any other activities otherwise defined in the NES.

## **23.4 Notice**

An Employee who wants an absence from his or her employment to be covered by this clause must give **nbn** notice of the absence as soon as practicable and must advise the expected period of the absence.

## **23.5 Payment**

- (a) A full time or part time Employee absent on jury service will be paid their base rate of pay for a maximum of 20 days of jury service. Should jury service extend beyond 20 days **nbn** may agree to pay the Employee's base rate of pay for a period extending beyond the first 20 days.
- (b) Payment (if any) for Emergency Management activities will be in accordance with **nbn** policy.

## **24. Long Service Leave**

**24.1** Employees who have completed 10 years of continuous service with **nbn** will be eligible for 13 weeks paid long service leave at the Employees base rate of pay. After 10 years continuous service, long service leave will accrue on the basis of 1.3 weeks per year thereafter on completion of each further 5 years of service. Administration of long service leave will be in accordance with **nbn** policy as amended from time to time.

## **25. Parental Leave**

**25.1** This clause of the Agreement supplements the provisions of the NES which deal with parental leave.

**25.2** An eligible Employee will be entitled to 18 weeks paid parental leave at the Employees base rate of pay in accordance with **nbn** policy as amended from time to time. Parental Leave under this clause is in addition to any Government funded scheme.

## **26. Domestic and Family Violence Support**

**Nbn** understands the importance of providing a supportive workplace in which employees who are victims of domestic violence can come forward and seek help and support.

Employees are entitled to domestic violence leave and other types of support in accordance with the National Employment Standards and the **nbn** Domestic and Family Violence Policy, as amended or replaced from time to time.

## **27. Public holidays**

**27.1** This clause of the Agreement supplements the provisions of the NES which deal with public holidays.

### **27.2 Public Holidays**

Employees are entitled to public holidays in accordance with the National Employment Standards and any additional full or half day public holiday that is gazetted within a State, Territory or locality by the relevant Government, Authority or order.

Full time employees are entitled to payment for public holidays not worked only when the employee's contracted ordinary hours fall on the public holiday.

Part time employees are entitled to payment for public holidays not worked only when their contracted ordinary hours fall on the public holiday and/or the part time employee works on the public holiday.

### **27.3 Substitution of public holidays**

**nbn** and a majority of affected Employees or an individual Employee may reach agreement in writing to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under terms of the NES.

#### **27.4 Payment for time worked on a public holiday**

- (a)** An Employee who is required to work on a public holiday will be paid at double time and a half for a minimum of three hours.
- (b)** The payment required under clause 27.4(a) only applies to time which is worked on the actual public holiday day, i.e. midnight to midnight.

#### **28. Structured Training**

Where Employees are directed in writing by **nbn** to undertake formal structured training, **nbn** will treat any time the Employee attends structured classroom training as time worked for all purposes under this Agreement.

**29. Signatories**

**Signed for and on behalf of nbn**

---

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_

I am authorised by **nbn** to sign this Agreement on its behalf.

Signature: \_\_\_\_\_

Witness (signed): \_\_\_\_\_

Name: \_\_\_\_\_

Address of witness \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

**Signed for and on behalf of the CEPU**

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_

I am authorised by the CEPU to sign this Agreement on its behalf.

Signature: \_\_\_\_\_

Witness (signed): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Address of witness \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

**SCHEDULE A— BASE RATES OF PAY AND CLASSIFICATION BANDS**

- (a) Employees will be appointed in writing by **nbn** to a classification band.
- (b) Base rates of pay and classification bands are as shown in the table below:

BAND	RANGE \$ per annum	INDICATIVE ROLES INCLUDE	AWARD ALIGNMENT
4	\$91,555 - \$109,855	Major Incident Manager Network Operations Team Leader Business Assurance Team Leader Operations Lead - Service Assurance Senior Network Engineer (non field operations) Advanced Service Assurance Engineer Senior Network Assurance Analyst Communications Specialist Service Assurance Specialist Senior Location Analyst Senior Technical Analyst Technical Customer Team Leader Senior Order Management Specialist	Telecommunications Associate
3	\$78,136 - \$87,891	Network Engineer (non field operations) Service Assurance Engineer Senior Network Analyst Location Analyst Customer Case Manager Order Management Specialist Customer Priority Care Specialist	Principle Telecommunications Technician Advanced Telecommunication Technician
2	\$61,036 - \$73,245	Senior Network Operator Senior Service Assurance Operator Business Assurance Operator Network Analyst Network Operator Service Assurance Operator Customer Support Operator Technical Customer Support	Telecommunications Technician
1	\$51,282 - \$57,382	Trainee Network Operator Trainee Customer Support Operator	Telecommunications Trainee Telecommunications Technical Employee

- (c) An Employee will be paid no less than the minimum base rate of pay as set out in the range for the band in which the Employee is appointed. Where a job role has the same skills, responsibility and knowledge as the indicative roles in band 1, 2, 3, 4 then that particular job will be classified in the relevant band and will be covered by scope of this Agreement.
- (d) For the avoidance of doubt the classification bands listed in the table in (b) above incorporate all the technical classifications as set out in the Telecommunications Services Award 2010 (as at the commencement date of the operation of this Agreement).
- (e) Unless specified otherwise in this Agreement, **nbn** will increase each Employee’s rate of pay and the pay ranges set out in the table in (b) above by:
  - (i) 2.25% (rounded to two decimal places) on and from the first full pay period commencing on or after the Date of Operation; and
  - (ii) 2% (rounded to two decimal places) on and from the first full pay period commencing on or after 12 months after the Date of Operation; and
  - (iii) 1.75% (rounded to two decimal places) on and from the first full pay period commencing on and after 24 months after the Date of Operation.
- (f) For the avoidance of doubt, the pay ranges specified in the table in (b) above are inclusive of the 2.25% increase set out at (e)(i) above.

- (g) The wage increases provided for in this Agreement will apply to all Employees covered by this Agreement even if an Employee is being paid between the minimum and the maximum base pay rate for the band in which the Employee's job is classified. Such wage increases also apply to the minimum and maximum band rates.
- (h) In accordance with clause 21.2 the base rates of pay in the bands in the table in (b) above include annual leave loading unless otherwise specified in writing by **nbn**.
- (i) Band 1 is an entry level band that enables Employees to acquire skill sets necessary to move to positions in higher bands. However, band 1 is not an exclusive entry point into this classification structure.
- (j) Unless otherwise specified in this Agreement an Employees base weekly rate of pay is calculated by dividing the Employees base salary per annum in the table in (b) above by 52. An Employees base hourly rate of pay is calculated by dividing the Employees base salary per annum in the table in (b) above by 52 and then by 38.

#### **Career Development Allowance**

Temporarily working in a higher band for a period of less than one day will not entitle Employees to any additional payments. If the period is for more than one continuous day of work in the higher band an allowance will be paid. The allowance will be the difference between the Employee's current base rate of pay and the minimum base rate of pay for the band in which the higher job is allocated. The allowance will apply to any periods of paid leave during the period an employee works in the higher band.

**SCHEDULE B—SUPPORTED WAGE SYSTEM**

(a) This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**(b) In this schedule:**

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged

**supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee’s productive capacity and agreed wage rate

**(c) Eligibility criteria**

- (i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (ii) This schedule does not apply to any existing Employee who has a claim against **nbn** 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.

**(d) Supported wage rates**

(i) Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (clause (e)) %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- (ii) Provided that the minimum amount payable must be not less than \$69 per week.
- (iii) Where an Employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

**(e) Assessment of capacity**

- (i)** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted **nbn** and Employee and, if the Employee so desires, a union which the Employee is eligible to join.
- (ii)** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by **nbn** as a time and wages record in accordance with the Act.

**(f) Lodgement of SWS wage assessment agreement**

- (i)** 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 maintained by **nbn**.
- (ii)** All SWS wage assessment agreements must be agreed and signed by the Employee and **nbn**. Where a union is not a party to the assessment, and the affected Employee requests, the assessment will be referred by the Industrial Registrar to a union selected by the Employee by certified mail and the agreement will take effect unless an objection is notified to **nbn** within 10 working days.

**(g) Review of assessment**

The assessment of the applicable percentage should be subject to annual 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 supported wage system.

**(h) Other terms and conditions of employment**

Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

**(i) Workplace adjustment**

**nbn** 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.

**(j) Trial period**

- (i)** In order for an adequate assessment of the Employee's capacity to be made, **nbn** may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii)** 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.
- (iii)** The minimum amount payable to the Employee during the trial period must be no less than \$69 per week.
- (iv)** Work trials should include induction or training as appropriate to the job being trialled.
- (v)** Where **nbn** and 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 this clause.




## 29. Signatories


Signed for and on behalf of nbn

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Name: ANDREW MOORE  
Address: 100 ARTHUR STREET, NORTH SYDNEY, 2060  
Position: GENERAL MANAGER EMPLOYEE RELATIONS

I am authorised by nbn to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name: LISA KIRBY

Address of witness 100 ARTHUR STREET, NORTH SYDNEY, 2060

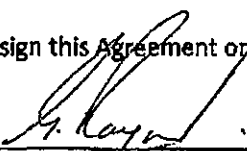
Dated this 25 day of JULY 2018

Signed for and on behalf of the CEPU

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Name: GREG RAYNER  
Address: 9/365 QUEEN STREET, MELBOURNE, VIC 3000  
Position: DIVISIONAL SECRETARY, COMMUNICATIONS DIVISION, CEPU.

I am authorised by the CEPU to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name (printed): DAHLIA KHATAB

Address of witness 9/365 QUEEN ST MELBOURNE, VIC

Dated this 26<sup>th</sup> day of JULY 2018

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
**AG2018/3383**

**Applicant:**

**NBN Co Limited**

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

In accordance with section 190 of the *Fair Work Act 2009* (Cth) (**Fair Work Act**), in relation to the *nbn and CEPU Technical Employees Agreement 2018-2021* (**Agreement**), NBN Co Limited undertakes:

1. that all casual employees (within the meaning given to that term for the purposes of the NES) will receive the minimum annual leave entitlements that apply to them under the NES; and
2. that employees who are paid in accordance with Schedule B of the Agreement will be paid no less than \$86 per week.

**Employer name:** NBN Co Limited

**Authority to sign:** I, Andrei Moore, General Manager – Employee Relations, have the authority given to me by NBN Co Limited to sign this undertaking on the Company's behalf.

**Signature:**



**Date:** 13 December 2018