

# EXPLANATION OF THE *NBN* *ENTERPRISE AGREEMENT 2025 –* *2028*

5 February 2025

Owner: Employee Relations

## Explanation of the *nbn Enterprise Agreement 2025 – 2028*

This document explains the terms, and effect of these terms of the *nbn Enterprise Agreement 2025 - 2028* (**Proposed Agreement**), which *nbn* is inviting you to vote for. For your convenience, this document has three (3) sections:

1. **Key Information** which explains the key effects of the Proposed Agreement at a high level
2. **Where can I go for more information?** Which provides details of where you can seek further information and / or ask questions
3. **Explanation of terms** which provides further detail of the terms of the Proposed Agreement

## 1 Key Information

If there is a successful 'Yes' vote, then those covered by the *nbn Enterprise Agreement 2022-2025* (**Current Agreement**) will become covered by the Proposed Agreement.

The Proposed Agreement will operate from the seventh day after its approval by the Fair Work Commission (**FWC**) or 28 April 2025 (whichever occurs later) (**Date of Operation**).

Below is the key information regarding the Proposed Agreement:

- **Wage increase:** The following wage increases would apply to your base rate of pay:
  - **4.0% increase** from the first full pay period on or after 1 July 2025
  - **4.0% increase** from the first full pay period on or after 1 July 2026
  - **4.0% increase** from the first full pay period after on or 1 July 2027
- **Allowances:** The applicable Allowances listed within the Proposed Agreement will increase at the same rate as the above wage increases, except the first increase which will occur from the first full pay period on or after the Date of Operation.

- **Superannuation contributions:** The superannuation contributions will increase in accordance with the legislated increases. This increase is applied in addition to the wage increase and will not be set off.  
The superannuation contribution will increase from 11.5% to **12.0%** from 1 July 2025. Additionally, superannuation is paid on periods of paid leave (such as workers' compensation and paid parental leave).
- **Special leave:** There is a new clause that confirms nbn may approve other types of leave, either paid or unpaid, at management discretion, providing additional support for employees that may be experiencing difficult circumstances.
- **Flexibility:** There is a new clause that confirms nbn's commitment to support flexible working, including hybrid working arrangements, where possible.
- **Classification review:** nbn has confirmed that, during the life of the Proposed Agreement, it will review classifications within the Proposed Agreement, including progression through bands.
- **No reductions in entitlements:** There will be no reduction to any entitlements from the Current Agreement to the Proposed Agreement. This means that you will still enjoy all of the benefits of the Current Agreement including overtime and penalty rates.

In addition to the above, nbn has committed to the Communication Workers Union and its employees that it will commence a review of the provisions regarding the rest periods after overtime. This will commence within 3 months of the Proposed Agreement operating.

## 2 Where can I go for further information?

- You can access further resources and the Proposed Agreement at the [nbn Enterprise Agreement – Bargaining FY25 page](#).
- You can also seek further advice from the Bargaining Team by emailing [enterprisebargaining@nbnco.com.au](mailto:enterprisebargaining@nbnco.com.au)

## 3 Explanation of Terms

The below table explains the terms of the Proposed Agreement and the effect of these terms. Where **nbn** is proposing to make changes to the clauses in the Current Agreement, **nbn** has stated “Yes” in the third column of the table.

As stated above, there will be no reduction to any entitlements from the Current Agreement under the Proposed Agreement.

Unless specified otherwise, all terms and entitlements of the Proposed Agreement are the same as the Current Agreement.

Clause No.	Proposed Agreement: Explanation	Updated Clause
1. Title	<p>The title has been changed to reflect the new name of the Proposed Agreement, that being the “<b>nbn Enterprise Agreement 2025 – 2028</b>”.</p> <p>This administrative change does not impact your entitlements.</p>	Yes
2. Scope and application	<p>The Proposed Agreement covers <b>nbn</b> and all employees covered by the Current Agreement, that is employees performing the work described in Schedules A, B &amp; C.</p> <p>The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (<b>CEPU</b>) and Community and Public Sector Union (<b>CPSU</b>) (<b>Unions</b>) are also parties to the Proposed Agreement.</p>	No
3. Definitions and interpretation	<p>The definitions in the Proposed Agreement have been amended to add clarity to the Proposed Agreement.</p> <p>The definition of “Act” has been amended to accurately refer to both the <i>Fair Work Act 2009</i> (Cth) and the <i>Fair Work Regulations 2009</i> (Cth).</p> <p>The definition of “Agreement” has also been amended to reflect the name of the Proposed Agreement, the “<b>nbn Enterprise Agreement 2025 – 2028</b>”.</p> <p>These changes to the definition clause do not affect your current entitlements.</p> <p>This clause also lists the <i>Telecommunications Services Award 2020</i> (<b>Award</b>) as the relevant modern award for the purposes of the better off over all test. This is the test performed by the FWC to ensure that employees are better off when compared to the minimum entitlements of the Award.</p> <p>The Award is not incorporated into the Proposed Agreement. Instead, all of your entitlements are derived from the Proposed Agreement. This is consistent with the Current</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
	Agreement, which applies to your employment without incorporating of the Award or its terms.	
<b>4. Objective</b>	This confirms that the intention of the Proposed Agreement is to set terms and conditions for employees covered by it.	No
<b>5. Date of Operation</b>	<p>This clause confirms when the Proposed Agreement is intended to apply to your employment.</p> <p>The Proposed Agreement will apply from the later of:</p> <ol style="list-style-type: none"> <li>the seventh day after the approval of the Proposed Agreement by the FWC; or</li> <li>28 April 2025.</li> </ol> <p>The Agreement will operate for 3 years and nominally expire on 28 April 2028.</p> <p>Until then, or if employees vote “no” to the Proposed Agreement, the Current Agreement will continue to apply to your employment.</p>	Yes
<b>6. Access to Agreement and NES</b>	<p>This clause outlines that the National Employment Standards (<b>NES</b>) will apply to employees. This clause has been amended to clarify that employees will be provided with conditions that are no less than the NES.</p> <p>This clause also references the <b>nbn</b> policies applicable to <b>nbn</b> employees. These policies are not incorporated into the Proposed Agreement and may be altered by <b>nbn</b> at any time. You are entitled to the benefit of <b>nbn</b> policy where it provides a greater benefit than that provided for in the Proposed Agreement.</p> <p>This clause also provides that <b>nbn</b> will provide employees with access to electronic copies of the Proposed Agreement and the NES.</p> <p>You can review <b>nbn</b>’s policies on <b>nbn</b>’s <a href="#">hub page</a>.</p>	Yes
<b>7. Flexibility</b>	<p>This clause outlines how you may enter into an Individual Flexibility Arrangement (<b>IFA</b>) with <b>nbn</b>. An IFA will only be made by agreement between you and <b>nbn</b>. You will also need to be better off overall if you enter into an IFA.</p> <p>You and <b>nbn</b> will always have the right to end the IFA.</p>	No
<b>8. Consultation</b>	<p>If <b>nbn</b> decides to make a major change that is likely to have a significant impact on you, or if <b>nbn</b> proposes to change your regular roster or ordinary hours of work, then this clause requires <b>nbn</b> to go through a series of steps to consult and communicate this change with you.</p> <p>During this process, <b>nbn</b> will consider your feedback and any issues you have raised before implementing change.</p>	No

Clause No.	Proposed Agreement: Explanation	Updated Clause
	There has been a minor administrative amendment to remove the brackets around the subclause number 8.1 in clause 8.16. This does not affect your entitlements	
<b>9. Dispute Resolution Clause</b>	<p>This clause allows you to raise a dispute in relation to the Proposed Agreement or the NES. The clause requires a series of steps to be taken to resolve the dispute.</p> <p>A representative may represent you, such as the CEPU or CPSU.</p> <p>In the event there is not a resolution, the parties may request the FWC to assist.</p>	No
<b>10. Types of Employment</b>	<p>This clause outlines the provisions for different employment types such as Full-time, Part-time or Casual Employees.</p> <p><b>nbn</b> has made the following changes to this clause:</p> <ol style="list-style-type: none"><li><b>Clause 10.3(c):</b> this has been updated to provide casual employees with a two-hour minimum engagement period. This means that a casual employee must be engaged and paid for at least two hours on each occasion they are required to work.</li><li><b>Clause 10.3(d):</b> <b>nbn</b> has amended this provision to provide that casual employees will be paid casual loading in addition to any applicable public holiday penalty rates. This reflects the undertaking <b>nbn</b> gave at the time of approval for the Current Agreement.</li><li><b>Clause 10.4:</b> This clause has been amended to reflect casual employees' entitlement to request a change to permanent employment. The 'employee choice pathway' will allow eligible casuals to notify <b>nbn</b> in writing of their intention to change to permanent employment. <b>nbn</b> can only refuse the notice for certain reasons.</li><li><b>Clause 10.5:</b> There have been administrative changes to this clause to clarify that limited tenure employment will not be greater than two years in length, unless permitted by the <i>Fair Work Act 2009</i> (Cth).</li></ol> <p>The changes primarily reflect updates to legislation and the Award provisions during the operation of the Current Agreement. We do not expect these to impact any employees' entitlements.</p>	Yes
<b>11. Termination of Employment</b>	<p>This clause outlines relevant entitlements, such as notice, in the event an employee's employment is terminated.</p> <p>All employees, except casual employees and probationary employees, are entitled to 4 weeks' notice of termination.</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>During the probationary period, employees are entitled to 1 weeks' notice of termination.</p> <p>Employees over 45 years of age who have served at least 2 years' service will be entitled to an additional week of notice.</p> <p>The notice of termination required to be given by an employee is the same as that required of <b>nbn</b>.</p> <p>Clause 11.3 has been amended to reflect that, where an employee fails to give adequate notice under Clause 11.2, <b>nbn</b> may deduct an amount from wages that is no more than one week's wages for the Employee, subject to the employee being at least 18 years old.</p> <p>Employees terminated by <b>nbn</b> for serious misconduct are not entitled to notice of termination.</p>	

## 12. Redundancy

This clause provides the entitlements owed to employees if their role becomes redundant. As a summary, employees receive a redundancy payment in accordance with the below table:

No

YEARS OF CONTINUOUS SERVICE	WEEKS' PAY
Less than 1 years' 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 weeks up to a maximum of 48 weeks (see note)

After 11 year of service, 2 weeks will apply for each year thereafter (pro-rated) up to a maximum of 48 weeks.

**nbn** also provides job search entitlements to assist employees in the event their role is impacted by redundancy and serving their notice period.

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>This clause contains further detail about transfer to lower paid duties and payment to an employee who resigns during notice of termination.</p> <p>If an employee is successfully redeployed or there is a transmission of business, they will not be entitled to a redundancy payment or the entitlements of this clause.</p>	
<b>13. Classifications</b>	<p>Classification bands and base rates are set out in Schedule A, B &amp; C of the Agreement.</p> <p>nbn has confirmed that it will review classifications within the Proposed Agreement and that this will include consideration of progression through bands.</p> <p>This clause has been amended to remove the requirement that a classification review be undertaken within 6 months from the Date of Operation of the Proposed Agreement as well as the requirement to align Customer Field Technicians to one of three tiers which they may progressively advance through.</p> <p>This clause also allows an Employee in Band 4 from Schedules A &amp; C and Band 5 of Schedule B of the Proposed Agreement to have an annualised salary.</p>	Yes
<b>14. Allowances</b>	<p>This clause outlines the allowances that employees may be entitled to under the Proposed Agreement. Employees will only be entitled to the allowances in this clause if they perform the work or task that attracts the allowance.</p> <p>Unless specified otherwise in the Proposed Agreement, this clause outlines the annual increases that apply to the allowances being:</p> <ul style="list-style-type: none"> <li>• 4.0% increase on and from the first full pay period commencing on or after the Date of Operation of the Proposed Agreement;</li> <li>• 4.0% increase on and from the first full pay period commencing on or after 1 July 2026;</li> <li>• 4.0% increase on and from the first full pay period commencing on and after 1 July 2027.</li> </ul> <p>Employees will only be entitled to the allowances in this clause if they perform the work or task that attracts the allowance.</p> <p>This clause has been updated to confirm that the increases apply specifically to the First Aid Allowance (14.1(b)) and Meal Allowance (14.1(d)). The Vehicle Allowance instead increases in line with the most recent ATO annual adjustment applicable.</p> <p>On or after the Date of Operation, the Meal Allowance will increase from \$22.11 to \$25.00 per occasion, and the First</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>Aid Allowance will increase from \$19.24 to \$20.65 per week. These amounts are inclusive of the initial 4% increase and, in fact, exceed it.</p> <p>On or after the Date of Operation, the Vehicle Allowance will increase from \$0.88 per kilometre to \$0.98 per kilometre. Where required, it will be increased to the most recent ATO annual adjustment applicable (rather than the percentage increases above) from the first full pay period on or after 1 July 2025, 1 July 2026 and 1 July 2027.</p> <p>The “On-Call Arrangements” allowance has been amended to clarify that employees will be paid 20% of their ordinary base rate of pay when required to stand by in readiness to return to work. The clause has been amended to note that where employees are receiving the appropriate overtime rate instead, the stand-by allowance will not apply.</p>	
<b>15. Payment of Wages</b>	Wages will continue to be paid 2 weeks in arrears by electronic funds transfer.	No
<b>16. Superannuation</b>	<p><b>nbn</b> will make superannuation contributions to employees in accordance with the <i>Superannuation Guarantee and Administration Act 1992</i> (Cth). This clause contains further detail about superannuation payments, including during periods of leave.</p> <p>This clause has been amended to remove the following unnecessary wording: “<i>of at least 10.5% of ordinary time earnings or, if higher</i>” and to confirm that <b>nbn</b> will make superannuation contributions in accordance with the legislation. This is because <b>nbn</b> is currently required under legislation to make superannuation contributions exceeding 10.5% of ordinary time earnings.</p> <p>These increases are separate to any increase applied to your base rate of pay.</p>	Yes
<b>17. Hours of Work</b>	<p>This clause provides details on the way in which ordinary hours can be arranged and how they can be altered for both day and shift workers. This clause requires <b>nbn</b> to stay within the parameters of it, otherwise penalties (such as overtime or penalty rates) apply. This clause also sets out when an employee (including a shift worker) may be able to take time off during their ordinary hours and make up this time later.</p> <p>Hours of work for work during the day on Monday to Friday will be arranged between 7am and 7pm. Hours worked within this period are not subject to any penalties or overtime provisions as they are considered to be ordinary hours.</p>	Yes



Clause No.	Proposed Agreement: Explanation	Updated Clause												
	<p>If you're full-time, your ordinary hours of work remain an average of 38 hours per week. There are no changes for part-time employees.</p> <p>This clause also outlines penalty rates, including those that apply for weekend work and shiftwork. These penalty rates are the same as the Current Agreement.</p> <p>The shiftwork penalty rates are as follows:</p> <table> <tr> <th>Shift type</th><th>Definition</th><th>Penalty rate</th></tr> <tr> <td>Afternoon shift</td><td>Shift finishing after 7:00pm and at or before midnight</td><td>15%</td></tr> <tr> <td>Morning shift</td><td>Shift commencing at or after 4:00am and before 7:00am</td><td>15%</td></tr> <tr> <td>Night shift</td><td>Any shift finishing subsequent to midnight and at or before 9:00am. This definition has been updated to also include any shift commencing at or after midnight and before 4:00am.</td><td>30%</td></tr> </table>	Shift type	Definition	Penalty rate	Afternoon shift	Shift finishing after 7:00pm and at or before midnight	15%	Morning shift	Shift commencing at or after 4:00am and before 7:00am	15%	Night shift	Any shift finishing subsequent to midnight and at or before 9:00am. This definition has been updated to also include any shift commencing at or after midnight and before 4:00am.	30%	
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Night shift	Any shift finishing subsequent to midnight and at or before 9:00am. This definition has been updated to also include any shift commencing at or after midnight and before 4:00am.	30%												
<b>18. Overtime and Penalty Rates</b>	<p>When you work overtime, nbn will continue to pay you time and a half for the first three hours and double time thereafter, except on Sunday where nbn will pay you double time for all the overtime performed.</p> <p>This clause defines overtime as either:</p> <ul style="list-style-type: none"> <li>• <b>continuous:</b> which is overtime that occurs immediately prior to the commencement or at the conclusion of ordinary hours; or</li> <li>• <b>non-continuous:</b> which occurs where an employee works a period of overtime and this is separate from any ordinary hours.</li> </ul> <p>For non-continuous overtime, you will be paid for a minimum engagement period of 1 hour if you work from home or current location remotely or 3 hours if you are required to travel to an nbn worksite or customer premises to perform the work.</p> <p>Clause 18.3(d) addresses the application if an employee is called to perform another period of non-continuous overtime, and the previous minimum engagement period has not yet concluded. The provision ensures a generous application, so employees are not disadvantaged in this circumstance. In these circumstances, an employee will receive the <b>greater</b> of the payment for the first minimum period in full, or that part of the first minimum period up to the commencement of the second period of non-continuous overtime plus the full payment for the second period of non-continuous overtime.</p>	Yes												

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>Clause 18.4 confirms the rest breaks that are to occur during overtime. In general, rest breaks occur in the following manner:</p> <ul style="list-style-type: none"><li>• After each 4 hours of overtime, provided that you continue to work after such a rest break; or</li><li>• Consistent with the table below at Clause 19 if overtime is non-continuous and the shift is expected to be greater than 5 hours.</li></ul> <p>Finally, Clause 18.5 enables employees, wherever practicable, to get a rest period of 10 hours after performing overtime. If you do not get this rest period and the clause exceptions do not apply, you are entitled to either:</p> <ul style="list-style-type: none"><li>• be absent from work, without loss of pay, until you get the adequate 10-hour break; or</li><li>• Payment at double time until you are released from duties.</li></ul> <p>The provisions of this clause will not apply to non-continuous overtime that is worked between shifts and is either:</p> <ul style="list-style-type: none"><li>• Less than 3 hours of work in a single block;</li><li>• Less than 4 hours for more than one single block.</li></ul> <p>nbn has amended clause 18.3(e) to provide clarification on how non-continuous overtime is treated for the purposes of rest periods after overtime. It confirms that, where an employee works three hours or more of non-continuous overtime during any single block of overtime, the employee will be entitled to a 10-hour stand down period if they have not had 10 consecutive hours off duty between the work of successive days.</p> <p>nbn has amended clause 18.4 to clarify how rest breaks operate when an employee works overtime. It confirms that an employee working continuous and non-continuous overtime will be allowed a 20-minute rest break without deduction of pay after each 4 hours of overtime, provided the employee continues working after the rest break. However, this does not apply where an employee is asked to perform non-continuous overtime which is expected to exceed 5 hours of work, in which case rest breaks and unpaid meal breaks will be those provided under clause 19.</p> <p>nbn has also amended clauses 18.3(e) (as discussed above) and 18.5(d) to clarify that, for the avoidance of doubt, where an employee works 3 hours or more of non-continuous overtime in any single block of overtime, they will receive a 10-hour rest period, subject to the provisions of clauses 18.5(b) and 18.5(c).</p> <p>Clause 18.5(d) has also been amended to fix a</p>	

Clause No.	Proposed Agreement: Explanation	Updated Clause
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typographical error so that, “18.4(b) and 18.4(c)” is updated to read, “18.5(b) and 18.5(c).”

**Example 1:** An employee who works from home receives a call out at 1:00am and completes the work by 1:15am. Shortly after, the employee receives a second call at 1:45am and completes this work at 2:15am. In this circumstance, the employee would be paid for 1 hour and 45 mins at the appropriate overtime rates being 45 mins from the commencement of the first call out to the commencement of the second. In addition, the employee would receive the minimum engagement period of one hour for the second call out.

Because the time worked for this call out is 45 minutes in two blocks of work, the provisions of clause 18.5 will not apply to these call outs.

**Example 2:** An employee works in the Field receives a call out at 1:00am and completes the work by 2:30am. Shortly after, the employee receives a second call at 2:45am and completes this work at 5:15am.

In this circumstance, the employee would be paid for 4 hours and 30 mins at the appropriate overtime rates being 1 hour and 30 mins from the commencement of the first call out to the commencement of the second. In addition, the employee would receive payment of the minimum engagement period of 3 hours for the second call out.

Further, as the time actually worked for this call out exceeds 4 hours over two blocks of work, the employee would be entitled to a 10-hour stand hour without loss of pay if they had not received 10 consecutive hours off duty between the work of successive days. If the employee is required to work their regularly rostered shift within such a rest period, they would be entitled to double time until they receive 10 consecutive hours off work.

19. Breaks

These provisions outline when and how rest breaks and unpaid meal breaks apply.

Yes

Continuous hours of work	Break entitlement:
More than 5 continuous hours*	<ul style="list-style-type: none"><li>30-minute unpaid meal break*</li></ul>
Greater than 6 continuous hours and less than 9 continuous hours	<ul style="list-style-type: none"><li>Two fifteen-minute paid rest breaks</li><li>30-minute unpaid meal break*</li></ul>
Greater than 9 continuous hours	<ul style="list-style-type: none"><li>Three fifteen-minute paid rest breaks</li><li>30-minute unpaid meal break*</li></ul>

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>The word ‘continuous’ has been inserted into clauses 19.2, 19.3 and 19.4 for clarity, to confirm that the number of continuous hours an employee has worked (which includes continuous overtime) is considered when determining break entitlements. For example, if an employee works continuous overtime at the start of their shift, this time is included in calculating whether they are entitled to a rest or meal break.</p> <p><b>Example 1:</b> An employee works an ordinary shift of 7:00am – 3:06pm. They are asked to come into work early and perform overtime from 5:00am to 7:00am before the start of their shift.</p> <p>Because the employee has worked 9 continuous hours or more in total, they are entitled to three 15-minute paid rest breaks. Additionally, since they worked a shift of over 8 continuous hours, they will not be required to work for more than 6 continuous hours without a 30-minute unpaid meal break.</p> <p><b>Example 2:</b> An employee works an ordinary shift of 7:00am to 3:06pm.</p> <p>Because the employee has worked more than 6 continuous hours in length but less than 9 continuous hours in length, they are entitled to two 15-minute paid rest breaks. Additionally, since they worked a shift of 8 continuous hours or less, they will not be required to work for more than 5 continuous hours without a 30-minute unpaid meal break.</p>	
<b>20. Annual Leave</b>	<p>The NES entitles employees to 4 weeks of annual leave per year. All paid leave for full time employees accrues based on ordinary hours worked at the rate of 38 hours a week or 7.6 hours a day.</p> <p>Shiftworkers at <b>nbn</b>, who regularly work Sundays and Public Holidays, are entitled to 5 weeks of annual leave per year.</p> <p>This clause outlines the other entitlements and process in relation to annual leave including:</p> <ol style="list-style-type: none"> <li>1. taking annual leave in advance;</li> <li>2. <b>nbn</b>’s ability to direct employees to take annual leave; and</li> <li>3. the use of annual leave during <b>nbn</b>’s shutdown periods.</li> </ol> <p>This clause contains further particulars about cashing out annual leave and annual leave in advance. This</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>clause is in the same terms as the Current Agreement, except for (c) which has been revised to clarify that an employee who has not accrued sufficient leave will receive paid leave for the period for which they have accrued sufficient leave and agrees to take unpaid leave for the remainder of the close-down.</p> <p><b>Example:</b> nbn gives at least one month's notice to affected employees that there will be an annual close-down for one week over the December-January period in addition to public holidays. On this occasion, office-based employees are required to take 5 days of annual leave. Sarah has accrued 4 days of annual leave. She will take the 4 days of paid annual leave she has accrued and, in accordance with this provision, she has agreed to take 1 day of unpaid leave (i.e. the remainder of the close-down).</p>	
<b>21. Personal and Compassionate Leave</b>	<p>This clause outlines an employee's entitlements to take personal or compassionate leave and supplements the provisions of the NES.</p> <p>The NES entitles employees to 10 days of personal leave year. All paid leave for full time employees accrues based on ordinary hours worked at the rate of 38 hours a week or 7.6 hours a day.</p> <p>It also outlines what is required of an employee in the event they require such leave, like the requirement to provide <b>nbn</b> with reasonable notice and evidence.</p>	No
<b>22. Community Service Leave</b>	<p>This clause outlines an employee's entitlement to take leave to engage in community service activities, including emergency management and jury service and supplements the provisions of the NES.</p> <p>Generally, community service leave is unpaid. However, when employees are required to perform jury service, they are entitled to be paid their base rate of pay for up to 20 working days, or longer if approved by <b>nbn</b>.</p>	No
<b>Long Service Leave</b>	<p>This clause outlines an employee's entitlement to take Long Service Leave. At nbn, all employees are entitled to 13 weeks Long Service Leave after 10 years of continuous service, at their base rate of pay. This is greater than state-based legislation. After 10 years of 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.</p> <p>This clause has been amended to provide that, to the extent that a State or Territory long service leave Act</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
	provides a more beneficial term than nbn's policy, the Act will prevail to the extent that they are more beneficial.	
<b>23. Parental Leave</b>	<p>This clause outlines employee entitlements to parental leave and supplements the provisions of the NES. Eligible <b>nbn</b> employees receive 18 weeks paid parental leave as a primary carer. Eligibility and the ability to take parental leave are in accordance with <b>nbn</b> policy, as it may be amended from time to time.</p> <p>All paid leave for full time employees accrues based on ordinary hours worked at the rate of 38 hours a week or 7.6 hours a day.</p> <p>This clause has been amended to outline that during paid parental leave, employees are entitled to applicable superannuation contribution, as outlined in clause 16 of the Proposed Agreement.</p>	Yes
<b>24. Domestic and Family Violence Support</b>	<p>This clause outlines employee entitlements to Domestic and Family Violence Support, which are as per the NES and <b>nbn</b> policy.</p> <p>This clause has been amended to refer to "<b>nbn</b> policy" instead of 'Domestic and Family Violence Policy', to capture any relevant company policies, including any updates or changes to policy.</p>	Yes
<b>25. Other leave not covered</b>	<p>This new clause outlines that in exceptional circumstances, where an employee has exhausted all of their paid leave, <b>nbn</b> may, at its discretion, approve additional paid or unpaid leave. This will be decided on a case-by-case basis and any requests are to be made in accordance with <b>nbn</b> policy.</p>	Yes
<b>26. Public Holidays</b>	<p>This clause outlines employee public holiday entitlements, including penalty rate entitlements, for working on a public holiday and substitution of public holidays.</p> <p>Employees are entitled to public holidays in accordance with the NES. Employees who work on a public holiday are entitled to be paid double time and a half for a minimum of three hours.</p> <p>This clause has been amended to remove the option for <b>nbn</b> to make agreements with the majority of employees to substitute public holidays. Instead, <b>nbn</b> will require the agreement of the individual employee to substitute public holidays.</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
<b>27. Workplace Delegates</b>	This new clause incorporates the delegates rights term from the Award as it may be amended from time to time. The Award Workplace delegates' rights term includes terms about rights of workplace delegates to represent its members, and workplace delegates' entitlement to 5 days of training days initially, and 1 training day for all subsequent years.	Yes
<b>28. Workplace Flexibility</b>	This new clause outlines that <b>nbn</b> recognises that employees need flexibility to balance their work with their commitments outside of work and that <b>nbn</b> remains committed to continue to support flexible working. Employees may also request flexibility under the Proposed Agreement, NES and <b>nbn</b> 's own policies, as amended from time to time.	Yes
<b>29. Structured Training</b>	This clause outlines that all time spent by an employee undertaking formal training, where an employee is directed in writing by <b>nbn</b> to attend, will be treated as work time and paid accordingly.	No
<b>Schedule A</b>	<p>This schedule outlines the classifications and pay scale of technical employees covered by the Proposed Agreement. The classifications are in the same terms as the Current Agreement and the pay scale has been amended to reflect the negotiated wage increase.</p> <p>The schedule has been amended to insert the words, 'but are not limited to' in relation to the indicative roles under the classifications bands to provide clarity the list of roles is not exhaustive.</p> <p>The schedule also outlines the higher rate you will be paid in the event you are performing higher duties. It confirms that, if an employee works in a higher band for a period of <i>more than</i> 1 continuous day, a higher duties allowance will be paid to the employee. The allowance is 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 located.</p>	Yes
<b>Schedule B</b>	<p>This schedule outlines the classifications and pay scale of contact centre employees covered by the Proposed Agreement. The classifications are in the same terms as the Current Agreement and the pay scale has been amended to reflect the negotiated wage increase.</p> <p>The schedule has been amended to insert the words, 'but are not limited to' in relation to the indicative roles under the classifications bands to provide clarity the list of roles is not exhaustive.</p>	Yes

Clause No.	Proposed Agreement: Explanation	Updated Clause
	<p>The schedule also outlines the higher rate you will be paid in the event you are performing higher duties. It confirms that, if an employee works in a higher band for a period of <i>more than</i> 1 continuous day, a higher duties allowance will be paid to the employee. The allowance is 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 located.</p>	
<b>Schedule C</b>	<p>This schedule outlines the classifications and pay scale of clerical employees covered by the Proposed Agreement. The classifications are in the same terms as the Current Agreement and the pay scale has been amended to reflect the negotiated wage increase.</p> <p>The schedule has been amended to insert the words, 'but are not limited to' in relation to the indicative roles under the classifications bands to provide clarity the list of roles is not exhaustive.</p> <p>The schedule also outlines the higher rate you will be paid in the event you are performing higher duties. It confirms that, if an employee works in a higher band for a period of <i>more than</i> 1 continuous day, a higher duties allowance will be paid to the employee. The allowance is 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 located.</p>	Yes