

# ENTERPRISE AGREEMENT AND AWARD COMPARISON

6 February 2025

Owner: Employee Relations

## Analysis of the *nbn Enterprise Agreement 2025 – 2028* in comparison to the *Telecommunications Services Award 2020*

This document explains the terms, and effect of these terms of the *nbn Enterprise Agreement 2025 - 2028* (**Proposed Agreement**) and compares them to the provisions of the *Telecommunications Services Award 2020* (**Award**).

As you are aware, the Proposed Agreement will replace the *nbn Enterprise Agreement 2022-2025* (**Current Agreement**). This means that the Proposed Agreement will cover employees who were previously covered by the Current Agreement. This will occur from the seventh day after the approval of the Proposed Agreement by the Fair Work Commission (**FWC**) or 28 April 2025 (whichever occurs later).

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
1. Title	The title has been changed to reflect the new name of the Proposed Agreement, that being the “ <b>nbn</b> Enterprise Agreement 2025 – 2028”.  This administrative change does not impact your entitlements.	Yes	<b>Clause 1</b>  The title of the Award is the <i>Telecommunications Services Award 2020</i> ( <b>Award</b> ).
2. Scope and application	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 & C. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services	No	<b>Clause 4</b>  The Award covers employers in the telecommunications industry in respect of their

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	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.		employees engaged in classifications listed at clause 12 of the Award.
<b>3. Definitions and interpretation</b>	<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</b> Enterprise Agreement 2025 – 2028”.</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 Agreement, which applies to your employment without incorporating of the Award or its terms.</p>	Yes	<p><b>Clause 2</b></p> <p>This clause contains the definitions of the Award.</p>
<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	There is no equivalent term in the Award.
<b>5. Date of Operation</b>	This clause confirms when the Proposed Agreement is intended to apply to your employment.	Yes	<p><b>Clause 1</b></p> <p>The Award commenced operation on 1 January</p>

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	<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>the 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>		2010. There have been variations since.
<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 nbn policies applicable to nbn employees. These policies are not incorporated into the Proposed Agreement and may be altered by nbn at any time. Employees are entitled to the benefit of nbn policy where it provides a greater benefit than that provided for in the Proposed Agreement.</p> <p>This clause also provides that nbn will provide employees with access to electronic copies of the Proposed Agreement and the NES.</p> <p>Employees can review nbn’s policies on <b>nbn’s</b> hub <a href="#">page</a>.</p>	Yes	<p><b>Clause 3</b></p> <p>The NES is incorporated into the Award. An employer must ensure that employees have access to the NES, which may be by electronic means. The Proposed Agreement confirms that employees will be provided with conditions that are no less than the NES, which means that Proposed Agreements’ terms will be equivalent or more beneficial than the NES.</p>
<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>	No	<p><b>Clause 5</b></p> <p>The Award contains the model flexibility term. Employees and employers</p>

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	You and <b>nbn</b> will always have the right to end the IFA.		may agree to different working arrangements in accordance with this term.
<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>	Yes	<p><b>Clause 28</b></p> <p>An employer is required to consult with employees about major changes, including changes to regular rosters and ordinary hours of work. This clause outlines how such consultation process is to occur.</p>
<b>9. Dispute Resolution Clause</b>	This clause allows <b>nbn</b> , you, the CEPU or CPSU 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. In the event there is not a resolution, the parties may request the FWC to assist.	No	<p><b>Clause 30</b></p> <p>The Award incorporates the model dispute resolution procedure.</p>
<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>A Full-time employee is engaged to work an average of 38 hours per week. A Part-time employee has a regular pattern of hours which will average less than 38 hours per week. A Casual employee is one engaged and paid as such.</p> <p>The following changes have been made to this clause of the Proposed Agreement:</p>	Yes	<p><b>Part 2 – Types of Employment and Classifications</b></p> <p>Under the Award, a full-time employee is engaged to work 38 ordinary hours per week. A part-time employee is engaged to work less than an average</p>

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	<ol style="list-style-type: none"> <li><b>Clause 10.3(c):</b> this has been updated to provide casual employees with a 2-hour minimum engagement.</li> <li><b>Clause 10.3(d):</b> nbn has amended this provision to provide that casual employees will be paid casual loading in addition to any applicable public holiday penalty rates. This replaces the previous provision which provided that casual employees would not be paid casual loading on top of any applicable public holiday penalty rate. This reflects the undertaking nbn 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 employee's entitlement to request a change to permanent employment. The 'employee choice pathway' will allow eligible casuals to notify nbn in writing of their intention to change to permanent employment. nbn 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 2 years in length, unless permitted by the <i>Fair Work Act 2009 (Cth) (Act)</i>.</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>		<p>of 38 ordinary hours per week on an agreed pattern of work.</p> <p>Under the Award, a casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work, which is the same as the Proposed Agreement.</p> <p>The Award provides for casual conversion in the same way as the Proposed Agreement, that is, in accordance with the NES.</p> <p>The Proposed Agreement contains an additional description of limited tenure employment. Whilst this is not contemplated by the Award, Award-covered employees can be engaged on a limited tenure basis or fixed term engagement in accordance with their contract of employment and the Act.</p>

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<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>This clause defines the probationary period to be 6 months in duration. All employees, except casual employees and probationary employees, are entitled to 4 weeks' notice of termination. 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 nbn.</p> <p>Clause 11.3 has been amended to reflect that where an employee fails to give adequate notice under Clause 11.2, that nbn 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 nbn for serious misconduct are not entitled to notice of termination.</p>	Yes	<p><b>Clause 32</b></p> <p>Notice periods in the Award mirror the NES. Employees under the Proposed Agreement are entitled to a more generous notice period in most instances.</p> <p>The Award now only permits employers to deduct a maximum of one week from employees who have not provided the minimum notice period. The Proposed Agreement has been updated to reflect the same.</p> <p>The Award requires payment on termination to be made no later than 7 days after the employee's last day. This is not in the Current Agreement or Proposed Agreement. Employees under the Proposed Agreement will be paid their final pay in accordance with nbn's regular pay cycle.</p>

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12. Redundancy	<p>This clause provides the entitlements owed to employees if their role becomes redundant and they are not successfully redeployed within nbn or there is no transmission of business. In addition to notice, nbn will pay redundancy in accordance with the table in the Proposed Agreement.</p> <p>nbn also provides job search entitlements to assist employees in the event their role is impacted by redundancy.</p> <p>This clause contains further detail about transfer to lower paid duties and payment to an employee who resigns during the notice period.</p> <p><b>Comparison of NES to nbn redundancy provisions:</b></p> <table><tr><th>Years service</th><th>NES</th><th>nbn</th></tr><tr><td>Less than 1 year service</td><td>0 weeks</td><td>2 weeks</td></tr><tr><td>1 year and less than 2 years</td><td>4 weeks</td><td>4 weeks</td></tr><tr><td>2 years and less than 3 years</td><td>6 weeks</td><td>6 weeks</td></tr><tr><td>3 years and less than 4 years</td><td>7 weeks</td><td>7 weeks</td></tr><tr><td>4 years and less than 5 years</td><td>8 weeks</td><td>8 weeks + pro rata</td></tr><tr><td>5 years and less than 6 years</td><td>10 weeks</td><td>10 weeks + pro rata</td></tr></table>	Years service	NES	nbn	Less than 1 year service	0 weeks	2 weeks	1 year and less than 2 years	4 weeks	4 weeks	2 years and less than 3 years	6 weeks	6 weeks	3 years and less than 4 years	7 weeks	7 weeks	4 years and less than 5 years	8 weeks	8 weeks + pro rata	5 years and less than 6 years	10 weeks	10 weeks + pro rata	No	<p><b>Clause 33</b></p> <p>nbn’s redundancy pay provisions mirror the NES provisions between 2 years and 4 years’ service but are more favourable for employees with less than 1 years' service (0 weeks in NES; 2 weeks in EBA) and are more favourable for employees with more than 4 years of service (see table to the left).</p> <p>The remaining clauses in the Redundancy section of the Proposed Agreement are materially the same as the Award entitlements (transfer to lower duties, leaving during notice period, job search entitlement) or the NES (transmission, suitable alternative employment).</p>
Years service	NES	nbn																						
Less than 1 year service	0 weeks	2 weeks																						
1 year and less than 2 years	4 weeks	4 weeks																						
2 years and less than 3 years	6 weeks	6 weeks																						
3 years and less than 4 years	7 weeks	7 weeks																						
4 years and less than 5 years	8 weeks	8 weeks + pro rata																						
5 years and less than 6 years	10 weeks	10 weeks + pro rata																						

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	<b>6 years and less than 7 years</b>	11 weeks	12 weeks + pro rata		
	<b>7 years and less than 8 years</b>	13 weeks	14 weeks + pro rata		
	<b>8 years and less than 9 years</b>	14 weeks	16 weeks + pro rata		
	<b>9 years and less than 10 years</b>	16 weeks	18 weeks + pro rata		
	<b>10 years and less than 11 years</b>	12 weeks	20 weeks + pro rata		
	<b>11 years or more</b>	12 weeks	22 weeks + pro rata up to a maximum of 48 weeks.		
	<p>nbn then provides an additional 2 weeks' pay for each further year of service beyond 11 years, up to a total of 48 weeks. The NES provisions remain at 12 weeks' pay for any service beyond 10 years.</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 which will consider 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</p>			Yes	<p><b>Schedule A</b></p> <p>Schedule A defines the classifications of the Award. The classifications in the Proposed Agreement</p>



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	<p>to align Customer Field Technicians to one of three tiers which they may progressively advance through.</p> <p>This clause allows an Employee in Band 4 in Schedules A &amp; C and Band 5 in Schedule B of the Proposed Agreement to have an annualised salary.</p>		
<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>This clause has been updated to confirm that the increases apply 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 to occasion, and the First Aid Allowance will increase from \$19.24 to \$20.65 per week.</p> <p>There will be no increase in the first year to the Meal Allowance and the First Aid Allowance, that is because the figures in the Proposed</p>	Yes	<p><b>Clause 18</b></p> <p>The Vehicle Allowance in the Proposed Agreement is \$0.98 per kilometre travelled (increased by the ATO guidelines each year). The Award currently provides \$0.98 per kilometre. With the annual increases to this allowance, the Proposed Agreement will be more generous than the Award.</p> <p>The First Aid Allowance in the Proposed Agreement is \$20.65 per week. The amount in the Award is \$20.65 per week. With the annual increases to this allowance, the Proposed Agreement will be more generous than the Award.</p> <p>The Telephone Allowance in the Proposed</p>

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	<p>Agreement reflect a higher increase on the previous rates than the 4.0% being provided in the first year.</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>		<p>Agreement allows reasonable personal use of an nbn-provided mobile phone. The Proposed Agreement is more generous than the Award.</p> <p>The Meal Allowance is currently \$25.00 under the Proposed Agreement. The amount in the Award is \$17.62. The Proposed Agreement is more generous than the Award.</p> <p>The meal allowance in the Award is also less generous than the Proposed Agreement because it does not apply to employees who live in the same locality and could reasonably return home for meals. The Proposed Agreement does not contain this same caveat.</p> <p>Relocation Expenses included in the Award are not included in the Proposed Agreement. This is less beneficial.</p>

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			<p>However, it is noted that <b>nbn</b> may provide assistance towards relocation costs under its Supplementary Employee Benefits Policy, where applicable.</p> <p>The Team Leader/Leading Hand Allowance included in the Award is not included in the Proposed Agreement. This is less beneficial. However, employees under the Proposed Agreement receive far greater wage rates than the Award.</p> <p>The Tool Allowance included in the Award is not included in the Proposed Agreement. This is less beneficial. However, employees under the Proposed Agreement receive far greater wage rates than the Award.</p> <p>The Distant Work/travelling time payment clause is equal to</p>

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			<p>the Award, save that in the Proposed Agreement nbn may apply an allowance consistent with the ATO prescribed allowances in lieu of reimbursing reasonable expenses which is less beneficial than the Award.</p> <p>The Payment for travelling clause under the Proposed Agreement is materially the same as the Award.</p> <p>The Expenses clause under the Award provides for reasonable fares incurred to include first class rail and economy class air travel. The Proposed Agreement does not include this and therefore is less beneficial. The remainder of the expenses clause under the Proposed Agreement is materially the same as the Award.</p> <p>The Award does not include a Safe travel allowance whereas the</p>

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			<p>Proposed Agreement does, which is more generous than the Award.</p> <p>The Rostered Arrangements On-Call section of the EBA mirror the Stand By section (Clause 20.9) of the Award. These provisions are materially the same.</p> <p>Whilst the Proposed Agreement does not contain all the allowances of the Award, employees under the Award are remunerated sufficiently more than the Award. These above award rates ensure employees are better off under the Proposed Agreement compared to the Award.</p>
<b>15. Payment of Wages</b>	Wages will continue to be paid 2 weeks in arrears by electronic funds transfer.	No	<p><b>Clause 16</b></p> <p>Wages may be paid weekly or fortnightly. The Award provides for additional flexibility in relation to pay periods, with the</p>

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			agreement of an employee.
<b>16. Superannuation</b>	<p>nbn agrees to make superannuation contributions for the life of the Agreement in line with the increases to 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: “of at least 10.5% of ordinary time earnings or, if higher”. This is because nbn is legislatively required to make superannuation contributions exceeding 10.5% of ordinary time earnings. These increases are separate to any increase applied to your base rate of pay.</p>	Yes	<p><b>Clause 19</b></p> <p>Employers are required to make superannuation contributions in accordance with applicable legislation. The Proposed Agreement is more beneficial than the Award as it does not require increases to superannuation to be in addition to total remuneration.</p>

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17. Hours of Work	<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> <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%	No	<p><b>Clause 13</b></p> <p>The Award contains similar hours of work provisions to the Proposed Agreement.</p> <p>The Proposed Agreement contains a morning shift definition, which is not contained in the Award.</p> <p>The definition of afternoon shift means any shift finishing after 7:00pm and at or before midnight. The definition of night shift means any shift finishing after midnight and at or before 9:00am. The Proposed Agreement contains an expanded definition of night shift which includes any shift commencing at or after midnight and before 4:00am.</p>
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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<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 which 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> <p>Clause 18.4 confirms the rest breaks that are to occur during overtime. In general, rest breaks occur in the following manner:</p>	Yes	<p><b>Clause 20</b></p> <p>Employees under the Award who work overtime are entitled to the following overtime penalty:</p> <ul style="list-style-type: none"> <li>• 150% for the first 3 hours;</li> <li>• 200% thereafter.</li> </ul> <p>The Proposed Agreement provides employees with an entitlement to a more generous overtime provision when working overtime on Sundays.</p> <p>Additionally, employees who work overtime on a Saturday or Sunday are entitled to a 3-hour minimum engagement. The Proposed Agreement does not have the same minimum engagement as the Award which is less beneficial.</p> <p>The Award outlines further particulars about rest periods during overtime and time off instead of overtime.</p>



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	<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</p>		<p>The Proposed Agreement's provisions relating to rest periods after overtime align with clause 20.5 of the Award, however includes some additional wording for clarification.</p>

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	<p>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 typographical error so that, “18.4(b) and 18.4(c)” is updated to read, “18.5(b) and 18.5(c).”</p>										
19. Breaks	<p>These provisions outline when and how rest breaks and unpaid meal breaks apply.</p> <table><tr><th>Hours of work:</th><th>Break entitlement:</th></tr><tr><td>More than 5 hours*</td><td><ul style="list-style-type: none"><li>30-minute unpaid meal break*</li></ul></td></tr><tr><td>Greater than 6 hours and less than 9 hours</td><td><ul style="list-style-type: none"><li>Two fifteen-minute paid rest breaks</li><li>30-minute unpaid meal break*</li></ul></td></tr><tr><td>Greater than 9 hours</td><td><ul style="list-style-type: none"><li>Three fifteen-minute paid rest breaks</li><li>30-minute unpaid meal break*</li></ul></td></tr></table> <p>nbn has amended clause 19.1 to confirm that the hours, relevant to breaks under clause 19, will be continuous and that, where an employee receives a break under the “rest during</p>	Hours of work:	Break entitlement:	More than 5 hours*	<ul style="list-style-type: none"><li>30-minute unpaid meal break*</li></ul>	Greater than 6 hours and less than 9 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 hours	<ul style="list-style-type: none"><li>Three fifteen-minute paid rest breaks</li><li>30-minute unpaid meal break*</li></ul>	No	<p><b>Clause 14</b></p> <p>Where practicable, an employee will not be required to work for more than 5 hours without an unpaid meal break that is 30min – 60min in duration. This clause also provides for additional flexibility in relation to breaks, with the agreement of both parties. Employees who do not receive a meal break as prescribed in the Award will be entitled to a penalty of 150%.</p>
Hours of work:	Break entitlement:										
More than 5 hours*	<ul style="list-style-type: none"><li>30-minute unpaid meal break*</li></ul>										
Greater than 6 hours and less than 9 hours	<ul style="list-style-type: none"><li>Two fifteen-minute paid rest breaks</li><li>30-minute unpaid meal break*</li></ul>										
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Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
	<p>overtime” provisions of clause 18.4, then for the purposes of clause 19, the employee’s hours will be calculated from when they return to work following that rest break. This also reflects the current practice at nbn.</p> <p>The word ‘continuous’ has been inserted into clauses 19.2, 19.3 and 19.4 for clarity.</p>		<p>The Award makes the distinction that clause 14 will not operate for hours worked outside of ordinary hours. The Proposed Agreement does not make this distinction and instead captures ‘continuous hours’ which is more generous than the Award.</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> <ul style="list-style-type: none"> <li>• taking annual leave in advance;</li> <li>• <b>nbn</b>’s ability to direct employees to take annual leave; and</li> <li>• the use of annual leave during <b>nbn</b>’s shutdown periods.</li> </ul> <p>This clause contains further particulars about cashing out annual leave and annual leave in advance. This 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</p>	Yes	<p><b>Clause 22</b></p> <p>Firstly, the option for employees to take Purchased Leave is a flexibility not provided to employees under the Award or NES. This is more beneficial.</p> <p>Secondly, the notice period for directing an employee to take excessive annual leave is four weeks under the Proposed Agreement, while it is eight weeks under the Award.</p>

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
	they have accrued sufficient leave and agrees to take unpaid leave for the remainder of the close-down.		<p>Thirdly, the direction to take annual leave under the Award must leave the employee with a remaining balance of no less than six weeks. The Proposed Agreement allows nbn to direct an employee to take less than or equal to one quarter of the employee's total leave accrued, which is a lesser amount for employees with higher leave balances. As directing an employee to take annual leave is not beneficial to an employee, the ability to direct an employee to take less than or equal to a quarter of amount of leave accrued, it is an employee benefit that is more beneficial.</p> <p>Fourth, the proposed "cashing out" clauses mirror the provisions in the Award, <b>except</b> that the Award only allows 2 weeks of annual leave to be</p>

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
			<p>cashed out within a 12-month period. The Proposed Agreement clause does not have that restriction. Considering that cashing out annual leave is only available when an employee requests it, the additional flexibility offered is more beneficial.</p> <p>Fifthly, the Proposed Agreement clarifies that an employee who has not accrued sufficient leave to cover part or all of the annual close-down period is allowed 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. This is not included as a term of the Award.</p> <p>The remaining subclauses for Annual Leave mirror the Award provisions and are materially the same.</p>

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
<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	<p><b>Clause 23</b></p> <p>The Personal and Compassionate leave provisions in the Award mirror the NES provision.</p> <p>The Proposed Agreement and the Award are in the same terms with one exception. Under the Proposed Agreement, the notice and evidence requirements are only applicable after an employee has taken more than 2 days of leave in a calendar year. The NES provisions apply whenever an employee takes personal leave. This is more beneficial to employees.</p>
<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</p>	No	<p><b>Clause 25</b></p> <p>Under the Award, employees are entitled to compassionate leave in accordance with the NES. However, the Proposed Agreement is more generous than the Award</p>

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
	longer if approved by nbn.		as it provides employees with an entitlement to be paid their base pay rate for 20 days of jury service, whereas the NES only allows for up to 10 days paid jury service.
<b>23. 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 provides a more beneficial term than nbn's policy, the Act will prevail to the extent that they are more beneficial.</p>	Yes	While LSL is found in state legislation, nbn's LSL accrual is considerably more favourable than most of the state legislation (13 weeks for 10 years' service at nbn, as opposed to 8.667 weeks for 10 years' service in NSW, WA and QLD state legislation, 8.66 weeks for 10 years' service in TAS state legislation, 6.0667 weeks for 7 years' service in ACT and VIC legislation except for SA and NT which are the equal to nbn's LSL provisions).
<b>24. Parental Leave</b>	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	Yes	<p><b>Clause 24</b></p> <p>Employees under the Award are entitled to unpaid parental leave in accordance with the NES.</p>

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
	<p>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 the applicable superannuation contribution, as outlined in clause 16 of the Proposed Agreement.</p>		<p>The Proposed Agreement is more beneficial as it provides eligible employees with 18 weeks of paid parental leave.</p> <p><b>Clause 19</b></p> <p>The Award sets out that superannuation is payable when an employee takes paid leave which is materially the same as the Proposed Agreement.</p>
<b>25. Domestic and Family Violence Support</b>	<p>This clause outlines employees' the entitlement 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>	No	<p><b>Clause 25</b></p> <p>Under the Award, employees are entitled to family and domestic violence leave in accordance with the NES. This is in the same terms as the Proposed Agreement.</p>
<b>26. Other leave not covered</b>	<p>This clause outlines that in exceptional circumstances, where an employee has exhausted all of their paid leave, nbn 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 nbn policy.</p>	Yes	<p>There is no equivalent term under the Award and therefore the Proposed Agreement is more generous.</p>
<b>27. Public Holidays</b>	<p>This clause outlines employee public holiday entitlements, including penalty rate entitlements for working public holidays</p>	Yes	<p><b>Clause 27</b></p>



Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
	<p>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 nbn to make agreements with the majority of employees to substitute public holidays. Instead nbn will require the agreement of the individual employee to substitute public holidays.</p>		<p>The Award prescribes double time and a half for day shifts worked on public holidays, and double time for afternoon and night shifts. The Current Agreement pays double time and a half for any hours worked on public holidays. The Proposed Agreement is more favourable than the Award.</p> <p>The Award and Proposed Agreement allow an individual employee to agree to substitute public holidays.</p>
<b>28. 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	<p><b>Clause 27A</b></p> <p>The Award contains the workplace delegates rights term which has been incorporated into the Proposed Agreement.</p>
<b>29. Workplace Flexibility</b>	This clause outlines that nbn recognises that employees need flexibility to balance their work with their commitments outside of work and that nbn remains committed to continue to support flexible working. Employees may also request flexibility under the Proposed Agreement, NES and nbn's own policies.	Yes	The Award does not contain a comparative provision. The Proposed Agreement is more generous in this respect.

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
<b>30. Structured Training</b>	This clause outlines that all time spent by an employee undertaking formal training, where an employee is directed in writing by nbn to attend, will be treated as work time and paid accordingly.	No	The Award does not contain a comparative provision. The Proposed Agreement is more generous in this respect.
<b>Schedule A</b>	<p>This schedule outlines the classifications and pay scale of <i>Technical Employees</i> covered by the Proposed Agreement.</p> <p>The classifications are in the same terms as the Current Agreement and the pay scale has been amended to reflect the current pay rates under the Current Agreement. These wages will increase by 4% on and from the first full pay period commencing on or after 1 July 2025.</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.</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	<p><b>Part 4 and Schedule A</b></p> <p>The Award sets out the minimum pay rates for each classification. The Proposed Agreement is more generous than the Award.</p> <p>The schedule sets out the classifications under the Award.</p> <p>The Award does not have a higher duties allowance, so the Proposed Agreement is more generous.</p>
<b>Schedule B</b>	<p>This schedule outlines the classifications and pay scale of <i>Contact Centre Employees</i> covered by the Proposed Agreement.</p> <p>The classifications are in the same terms as the Current Agreement and the pay scale has been amended to reflect the current pay rates under the Current Agreement. These wages will increase by 4% on and from the first full pay period</p>	Yes	<p><b>Part 4 and Schedule A</b></p> <p>The Award sets out the minimum pay rates for each classification. The Proposed Agreement is</p>

Clause No.	Explanation of the Proposed Agreement including a comparison to the Current Agreement	Updated Clause	Comparison to the Award
	<p>commencing on or after 1 July 2025.</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.</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>		<p>more generous than the Award.</p> <p>The schedule sets out the classifications under the Award.</p> <p>The Award does not have a higher duties allowance, so the Proposed Agreement is more generous.</p>
<b>Schedule C</b>	<p>This schedule outlines the classifications and pay scale of <i>Clerical Employees</i> covered by the Proposed Agreement.</p> <p>The classifications are in the same terms as the Current Agreement and the pay scale has been amended to reflect the current pay rates under the Current Agreement. These wages will increase by 4% on and from the first full pay period commencing on or after 1 July 2025.</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.</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	<p><b>Part 4 and Schedule A</b></p> <p>The Award sets out the minimum pay rates for each classification. The Proposed Agreement is more generous than the Award.</p> <p>The schedule sets out the classifications under the Award.</p> <p>The Award does not have a higher duties allowance, so the Proposed Agreement is more generous.</p>