

# Form F17B – Employer’s declaration in support of an application for approval of a single-enterprise agreement (other than a greenfields agreement) – notification time on or after 6 June 2023

[Fair Work Act 2009](#), s.185; [Fair Work Commission Rules 2024](#), rules 32, 36 and Schedule 1.

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement under Part 2-4 of the [Fair Work Act 2009](#).

I, **Nathan Hill**

[insert name of person making the declaration]

Level 13, 100 Mount Street

[insert postal address of person making the declaration]

North Sydney

NSW

2060

[insert suburb]

[insert state or territory]

[insert postcode]

General Manager, Employee Relations

[insert occupation of person making the declaration]

declare that:

## Part 1 – Details of the employer, employees and the agreement

In this section, you will need to provide preliminary details about the agreement, and the employer and employees covered by the agreement.

### 1 What is the name of the employer?

Legal name of employer	NBN Co Limited
Employer’s ACN (if a company)	136 533 741
Employer’s trading name or registered business name (if applicable)	nbn

Employer’s ABN	86 136 533 741
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**2 What is the name of the agreement?**

Write the name exactly as it appears in the title clause of the agreement.

nbn Enterprise Agreement 2025-2028
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**3 What is the primary activity of the employer?**

For example educational facility, plumbing contractor, steel fabricator, etc.

Telecommunications Services
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**4 Does the agreement cover all the employees of the employer?**

See s.186(3) and s.186(3A) of the [Fair Work Act 2009](#). The Commission must be satisfied that the group of employees covered by the agreement was fairly chosen.

Yes

No

If you answered **No** – What group of employees is covered by the agreement and what group of employees is not covered? Explain why you think the Commission should be satisfied that the group covered was fairly chosen. If relevant, describe how the group of employees covered is geographically, operationally or organisationally distinct.

The Agreement covers those employed by nbn to perform work or roles consistent with the classification structures outlined in Schedules A, B & C of the Agreement. This group is operationally and organisationally distinct from other employees of the Employer, in that other employees of the Employer are in different operational units and are covered by a different Modern Award i.e., the <i>Professional Employees Award 2020</i> as opposed to the <i>Telecommunications Services Award 2020</i> .
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### 5 Tick the relevant boxes for the states or territories this agreement will be operating in.



The information provided in response to questions 5 and 6 is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, were explained to the relevant employees and the explanation was provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees.

In addition, this information is collected to comply with the statutory reporting obligations in section 653 of the [Fair Work Act 2009](#) and to be provided to the Attorney-General’s Department for inclusion in the Department’s Workplace Agreements Database.

- Australian Capital Territory
- New South Wales
- Northern Territory
- Queensland
- South Australia
- Tasmania
- Victoria
- Western Australia
- An external territory

### 6 Of the employees covered by this agreement, how many employees are in the following demographic groups?

Demographic group	Number of employees
Female	238
Non-English speaking background	Not recorded at nbn
Aboriginal or Torres Strait Islander	62
Disabled	Not recorded at nbn
Part-time	11
Casual	0

Demographic group	Number of employees
Under 21 years of age	80
Over 45 years of age	416

**7 List the full name(s) of all collective agreement(s) that currently apply to any employees covered by this agreement.**



Provide any identifying information about the current collective agreement(s) that you can, such as the ID number, date approved or matter number.

nbn Enterprise Agreement 2022-2025 [2022] FWCA 584, AG2022/36, approved 21 February 2022, by Deputy President Saunders.

## Part 2 – The better off overall test and National Employment Standards

This section requires you to answer questions about how the enterprise agreement compares to the modern award/s that cover the employer and employees covered by the agreement, and how the agreement interacts with the National Employment Standards in the Fair Work Act 2009.

This is important for the Commission to be able to determine whether or not your agreement satisfies the legislative requirements for approval.

Please attach any supporting material you wish to include in your application.

### Part 2.1 – The better off overall test

See s.186(2)(d) and s.193 of the [Fair Work Act 2009](#).



The *better off overall test* requires the Commission to be satisfied, as at the time the application for approval of the agreement by the Commission was made, that each award covered employee, and each reasonably foreseeable employee would be better off overall under the agreement than under the relevant modern award.

**8 List the modern award(s), if any, that cover the employer and any of the employees covered by the agreement.**



You should include the MA number for each award. You can find the MA number on the [modern awards list](#) page on the Commission’s website.

Telecommunications Services Award 2020 [MA000041]

**9 Match all the employee classifications in the agreement to the classifications in the modern award(s) listed in your answer to question 8.**

For each modern award, use the following table to identify how the classifications in the agreement correspond to the classifications in the modern award. Please ensure that all classification descriptions and rates contained in the agreement are compared to the equivalent classification descriptions and rates in the relevant modern award(s). Please include any trainee, apprentice or junior classifications.

Name of modern award:	Telecommunications Services Award 2020 [MA000041]
Classification in agreement	Corresponding classification in modern award
Technical Employee – Band 4	Telecommunications Associate
Technical Employee – Band 3	Principal Telecommunications Technician Advanced Telecommunications Technician
Technical Employee – Band 2	Telecommunications Technician
Technical Employee – Band 1	Telecommunications Trainee Telecommunications Technical Employee
Contact Centre Employee Band 5	Principal Customer Contact Leader
Contact Centre Employee Band 4	Principal Customer Contact Specialist Customer Contact Team Leader
Contact Centre Employee Band 3	Customer Contact Officer Level 2
Contact Centre Employee Band 2	Customer Contact Officer Level 1
Contact Centre Employee Band 1	Customer Contact Trainee

Clerical Employee Band 4	N/A
Clerical Employee Band 3	Clerical and Administration Employee Level 4 and Level 5
Clerical Employee Band 2	Clerical and Administration Employee Level 3
Clerical Employee Band 1	Clerical and Administration Employee Level 1 and Level 2

Attach additional tables if there is more than one modern award.

#### Improvements and reductions



Your answers to questions 10-14 (inclusive) should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected. Include relevant clause numbers.

You may provide a consolidated response to questions 10–14 in a separate attachment.

**10 Does the agreement contain any terms or conditions of employment that are more beneficial than equivalent terms and conditions in the modern award(s) listed in your answer to question 8?**

Yes

No

If you answered **Yes** – List the terms and conditions of the agreement that are **more beneficial** than equivalent terms and conditions in the modern award(s).

- The rates of pay in the Agreement are higher than the rates in the Award (Schedules A, B and C).
- The Agreement provides a more generous entitlement in terms of the amount of notice of termination of employment that the Employer is required to provide to employees with more than six months continuous service (clause 11.2).
- The redundancy pay provisions in the Agreement are more favourable for employees with less than one years’ service and for employees with between six and 10+ years’ service (clause 12.2).
- The increases to the allowances set out in the Agreement are higher than the rates in the Award (clause 14.1).
- The Agreement provides for a meal allowance that is significantly higher than the Award (clause 14.1(d)). Further, the Agreement does not caveat that the meal allowance does not

apply to employees who live in the same locality and could reasonably return home for a meal, as the Award does, and this is therefore more beneficial than the Award.

- The Agreement provides that reasonable personal calls may be met by the Employer (clause 14.1(c)). The Award does not provide for this.
- Clause 14.1(e)(i) – The Employer may apply an allowance consistent with the ATO prescribed allowances in lieu of reimbursing reasonable expenses as provided for in clause 14.1(e).
- Reasonable expense for a meal while travelling is not quantified in the Agreement like it is in the Award (clause 14.1(e)(iii)). Therefore, a reasonable expense for a meal while travelling may be considered to be more than the Award amount of \$17.62.
- The Agreement provides a longer notice period for employees permanently transferred from day work to shift work or from shift work to day work (clause 17.4).
- The Agreement requires the Employer to publish rosters at least four weeks in advance (where possible) (clause 17.6(b)). The Award does not require this.
- Under the Agreement, day workers (which does not include employees working morning shifts) cannot work ordinary hours on Saturdays (clause 17.7(a)). However, day workers can work ordinary hours on Saturdays under the Award (clause 13.6 of the Award).
- The Agreement provides a 30% penalty rate to all employees performing night shift (regardless of the circumstances) (clause 17.10(d)(ii)).
- The weekend penalty rates in the Agreement are more beneficial for employees working ordinary hours on Sunday (clause 17.12).
- The overtime rate for Sundays is higher in the Agreement compared to the Award (clause 18.1(c)).
- Clause 18.3(c)(i) of the Agreement is more beneficial for employees in the Technical stream who are required to perform non-continuous overtime which commences between 5.00 am and 10.00 pm.
- Clause 18.3(c)(i) of the Agreement is more beneficial for employees who are not in the Technical stream.
- Clause 18.3(d) of the Agreement may be more beneficial than clauses 20.7(c) and 20.8(d) of the Award.
- The Agreement provides a higher rate of pay for employees required to resume or continue work without having had 10 consecutive hours off duty after overtime (clause 18.5(c)).
- The Agreement provides that the break provisions apply to continuous hours, whereas the Award makes a distinction that breaks will not operate for hours worked outside of ordinary hours (clauses 19.1 to 19.4).

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- The Agreement allows the Employer to deduct no more than one quarter of the employee’s total leave balance when directed to take annual leave, which is a lesser amount than the Award allows for employees with higher leave balances (clause 20.3(b)).
- The Agreement does not provide a maximum amount of leave that can be cashed out in a 12-month period whereas the Award does (clause 20.8).
- The Agreement provides better entitlements in terms of pay for employees on Community Service Leave (clause 22.5).
- The Agreement provides for a Long Service Leave Accrual rate of 1.3 weeks per year, which is higher than a number of States and Territories (clause 23).
- The Agreement provides 18 weeks of Paid Parental Leave in accordance with nbn policy as amended from time to time (clause 24.2).

**11 Does the agreement provide any entitlements that the modern award(s) listed in your answer to question 8 do not provide?**

Yes

No

If you answered **Yes** – List the entitlements provided by the agreement that are **not provided** by the modern award(s).

- Clause 14.1(f) –The Agreement provides a Safe Travel Allowance whereas the Award does not.
- Clause 17.10(d) - The Agreement defines a “morning shift” and provides a 15% penalty rate to employees working a morning shift whereas the Award does not.
- Clause 20.7 – Purchased Leave.
- Clause 26 – Other Leave Not Covered.
- Clause 29 – Workplace Flexibility.

**12 Does the agreement contain any terms or conditions of employment that are less beneficial than equivalent terms and conditions in the modern award(s) listed in your answer to question 8?**

Yes

No

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If you answered **Yes** – List the terms and conditions of the agreement that are **less beneficial** than equivalent terms and conditions in the modern award(s).

- The Agreement requires employees with more than six months continuous service to provide the Employer with more notice of termination of employment than they would otherwise be required to under the Award (clause 11.3).
- The Agreement requires the Employer to approve the time off for the job search entitlement whereas the Award only requires consultation with the Employer (but not necessarily agreement) (clause 11.4).
- The Award requires payment on termination to be made no later than 7 days after the day on which the employee’s employment terminates. The current Agreement does not include a specific timeframe for payment on termination and therefore, the employee will continue to be paid fortnightly in arrears (clause 15.1).
- The Agreement does not provide for relocation expenses, team leader/leading hand allowance or tool allowance. However, the higher rate of pay in the Agreement offsets any potential disadvantage to employees (clause 14).
- The Agreement requires employees who are rostered on-call to respond to the service demand/ requirement within one half hour of being contacted (clause 14.1(g)(i)). The Award is silent on response times while on stand-by.
- Clause 18.3(c)(i) of the Agreement is less beneficial for employees in the Technical stream who are required to perform non-continuous overtime which commences after midnight and before 5.00 am as it provides for a minimum of one hour while the Award provides for a minimum of one and a half hours. However, the higher rate of pay in the Agreement is likely to offset any potential disadvantage to employees (Schedule A).
- The Agreement requires time off in lieu of payment for overtime to be taken within four weeks, or as mutually agreed, as opposed to 6 months (clause 18.6).
- The Agreement allows for the Employer to provide a smaller period of notice in circumstances where the Employer directs an employee with an excessive leave accrual to take annual leave (clause 20.3).
- The Agreement allows for the Employer to make a direction to employees to take annual leave where the employee has accrued at least eight weeks of annual leave, regardless of whether the employee is a shift worker (clause 20.3(a)). This is less beneficial than the Award which requires a shift worker to have accrued at least 10 weeks of annual leave before they can be directed by the Employer to take leave (clause 22.5(a) of the Award).

**13 Does the agreement omit any entitlements that the modern award(s) listed in your answer to question 8 provide?**

Yes

No

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If you answered **Yes** – List the entitlements provided by the modern award(s) that are **omitted** by the agreement.

- Clause 7 – Facilitative provisions
- Clause 13A – Employee Right to Disconnect.
- Clause 13.6(c) – Flexibility in relation to day work on Saturday afternoon and Sunday.
- Clause 15.2 – Junior employee rates.
- Clause 15.3 – Apprentices.
- Clause 15.4 and Schedule D – School-based apprentices.
- Clause 15.5 and Schedule E – Supported Wage System.
- Clause 15.6 – National training wage.
- Clause 16.2 – Flexibility in relation to pay periods.
- Clause 16.5 – Payment on termination of employment.
- Clause 18.3(b) – Team leader/ leading hand allowance.
- Clause 18.4(g) – Relocation expenses.
- Clause 18.5(b) – Tool allowance – Technicians and apprentices.
- Clause 22.7 – Excessive leave accruals: request by employee for leave.
- Clause 31 – Dispute resolution procedure training leave.
- Schedule F – Agreement for Time Off Instead of Payment for Overtime.
- Schedule G – Agreement to Take Annual Leave in Advance.
- Schedule H – Agreement to Cash Out Annual Leave.

**14 Does the agreement contain any terms or conditions of employment different to those under the modern award(s) listed in your answer to question 8, which you have not already identified in your answers to questions 10 to 13?**

Yes

No

If you answered **Yes** – List these terms and conditions.

- Clause 10.5 – Limited tenure employment.

**15 Is the employer of the view that the agreement passes the better off overall test?**

See s.193A(3) of the [Fair Work Act 2009](#). The Commission must give consideration to any views relating to whether the agreement passes the better off overall test that have been expressed by:



- the employer or employers that are covered by the agreement
- the award covered employees for the agreement, and
- a bargaining representative for the agreement.

Yes

No

Referring to your answers to questions 8 to 14, explain why the employer is of the view the agreement does or does not pass the better off overall test.

The Agreement will result in Employees being afforded more beneficial terms and conditions of employment than if they were covered by only their applicable Modern Award.

The Agreement is better off overall taking into consideration the information detailed herein, notably those entitlements in the Agreement which provide more beneficial entitlements than that provided for in the applicable Modern Award and entitlements provided for in the Agreement which are not provided for in the NES and/or applicable Modern Award.

Each Modern Award covered employee and each prospective Modern Award employee would be better off overall if the Agreement applied to them than if the applicable Modern Award applied to them.

Any Agreement provision considered by the FWC to result in a reduction in applicable Modern Award benefits, are more than offset by the benefits of the Agreement.



Only answer question 16 if the employer is of the view that the agreement does not pass the better off overall test.

**16 If the employer is of the view that the agreement does not pass the better off overall test, are there exceptional circumstances the Commission should consider when deciding whether approving the agreement would not be contrary to the public interest?**



See s.189 of the [Fair Work Act 2009](#) sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

Yes

No

If you answered Yes – Explain what the exceptional circumstances are:

Not applicable.

## Part 2.2 – The National Employment Standards



See Part 2-2 and s.186(2)(c) of the [Fair Work Act 2009](#).

The National Employment Standards are minimum employment entitlements that have to be provided to all employees. Agreements cannot exclude or provide for conditions that are less than the National Employment Standards.

**17 List all clauses of the agreement that deal with the matters contained in the National Employment Standards (NES) and whether they exclude or provide a less beneficial entitlement when compared with the NES**

National Employment Standard	Agreement clause(s)	Does this clause exclude or provide a less beneficial entitlement when compared to the NES?
<a href="#">Maximum weekly hours</a>	17	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Requests for flexible working arrangements</a>	7	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

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National Employment Standard	Agreement clause(s)	Does this clause exclude or provide a less beneficial entitlement when compared to the NES?			
<a href="#">Casual employment</a>	10.3	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Parental leave and related entitlements</a>	24	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Annual leave</a>	20	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Personal/carer's leave</a>	21	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Compassionate leave</a>	21.5	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Family and domestic violence leave</a>	25	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Community service leave</a>	22	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Long service leave</a>	23	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Public holidays</a>	27	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Superannuation contributions</a>	16	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Notice of termination</a>	11	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Redundancy pay</a>	12	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
<a href="#">Fair Work Information Statement and Casual Employment Information Statement</a>		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	

If you answered **Yes** in relation to any of the entitlements, you may include an explanation below.

Not applicable.

## Part 3 – Pre-approval steps

In this section, you will be required to provide details to help the Commission determine whether the agreement has been genuinely agreed to by the employees covered by the agreement.

Section 188(1) of the [Fair Work Act 2009](#) requires the Commission to take into account the [Statement of Principles on Genuine Agreement](#) in determining whether it is satisfied that an agreement has been genuinely agreed to by the employees covered by the agreement. Sections 188(2), (4), (4A) and (6) set out other requirements that must be met.

### Part 3.1 – Notification time

#### 18 What was the notification time for the agreement?

See section 173(2) of the [Fair Work Act 2009](#). The notification time for a single-enterprise agreement is the date when:



- the employer agrees to bargain, or initiates bargaining, for the agreement
- the employer receives a request to bargain under section 173(2A) in relation to the agreement
- a majority support determination in relation to the agreement comes into operation, or
- a scope order in relation to the agreement comes into operation.

<b>Notification time</b>	<b>Date:</b> 13 September 2024
	<b>Further details</b>
If the employer received a request to bargain under section 173(2A), please provide further details:	Not applicable
• whether the proposed agreement will replace an earlier single-enterprise agreement (the <i>earlier agreement</i> ) that has passed its nominal expiry date; • the nominal expiry date of the <i>earlier agreement</i> ; • whether the making of the <i>earlier agreement</i> caused a single interest employer authorisation to cease to operate; • whether the proposed agreement will cover the same, or substantially the same, group of employees as the <i>earlier agreement</i> .	
If the Commission issued a scope order or a majority support determination in relation to the agreement, please provide the date of the order and the print number (PR)	Not applicable

**Part 3.2 – Giving notice of employee representational rights**

**19 What steps did the employer take to give the notice of employee representational rights to each employee who will be covered by the agreement and is employed at the notification time for the agreement?**



See section 173 of the [Fair Work Act 2009](#) and the prescribed notice of employee representational rights in Schedule 2.1 of the [Fair Work Regulations 2009](#). The employer must take all reasonable steps to give the prescribed notice to each employee who will be covered by the agreement and is employed at the notification time for the agreement. The employer must give the prescribed notice as soon as practicable, and not later than 14 days, after the notification time.

Also see paragraph 2 of the Statement of Principles on Genuine Agreement.



You must lodge a copy of the notice given to employees with this form.

Describe each step taken and state the date on which it was taken.

If multiple notices were provided, explain why.

Date(s)	Steps
13 September 2024	<p>An email, which included the Notice of Employee Representational Rights (<b>NERR</b>), was sent to all employees covered by the proposed Agreement. A copy of the NERR and the email that was sent to employees is attached to the application.</p> <p>The NERR was also posted on the nbn Hubpage (intranet) on the same day.</p>

**20 What was the last date that a notice of employee representational rights was given to an employee who will be covered by the agreement and is employed at the notification time for the agreement? How was it provided?**

Date last notice given	How notice was provided
13 September 2024	Provided by email as explained above at Question 19.

**Part 3.3 – Providing employees with a reasonable opportunity to consider the agreement**

The Commission must take into account paragraph 4 of the Statement of Principles on Genuine Agreement. Paragraph 4 says that the employer should provide employees with a reasonable opportunity to consider a proposed enterprise agreement before voting on it, so that the employees can vote in an informed manner.

**21.1 Did the employer provide employees entitled to vote on the agreement with copies of the agreement and incorporated materials in accordance with paragraph 5 of the Statement of Principles on Genuine Agreement?**

Paragraph 5 of the Statement of Principles on Genuine Agreement says that the employer will be taken to satisfy paragraph 4 if, a reasonable time period before the start of the voting on the proposed agreement, the employer provides to employees who are entitled to vote on the agreement:

- a full copy of the agreement, and
- a full copy of any other material incorporated by reference in the agreement.

Yes – Go to question 21.2

No – Explain below how the employer provided employees with a reasonable opportunity to consider the agreement before voting on it, so that the employees could vote in an informed manner. Then go to question 22.

Not applicable.

**21.2 Describe the steps the employer took so that, a reasonable time period before the start of the voting on the agreement, the employer provided to employees who were entitled to vote on the agreement:**

- a full copy of the agreement, and
- a full copy of any other material incorporated by reference in the agreement.



See paragraphs 5 to 7 of the Statement of Principles on Genuine Agreement. Paragraph 6 of the Statement of Principles on Genuine Agreement says what a ‘reasonable time period’ includes, and paragraph 7 says how the copies may be provided to employees.

Describe each step taken and state the date on which it was taken.

Date(s)	Steps taken to provide to employees entitled to vote on the agreement a full copy of the agreement and of any other material incorporated by reference in the agreement
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5 February 2025	<p>Employees were emailed a suite of access period materials including a copy of the proposed nbn Enterprise Agreement 2025-2028.</p> <p>In the covering email to employees, a link was included to access further material including those which were incorporated into the Agreement, being the:</p> <ul style="list-style-type: none"> <li>• National Employment Standards; and</li> <li>• Telecommunications Services Award 2020 [MA000041].</li> </ul>
6 February 2025	<p>Employees were emailed a suite of access period materials including an updated copy of the proposed nbn Enterprise Agreement 2025-2028.</p> <p>In the covering email to employees, a link was included to access further material including those which were incorporated into the Agreement, being the:</p> <ul style="list-style-type: none"> <li>• National Employment Standards; and</li> <li>• Telecommunications Services Award 2020 [MA000041].</li> </ul>

List the other material incorporated by reference in the agreement (if any).

- National Employment Standards.
- Telecommunications Services Award 2020 [MA000041] (specifically, the Workplace Delegates clause).

### Part 3.4 – Explaining the terms of the agreement

**22 What steps were taken by the employer to explain the terms of the agreement, what was explained and how was the effect of those terms explained to the employees?**

See section 180(5)(a) of the [Fair Work Act 2009](#). The employer must take all reasonable steps to ensure the terms of the agreement, and the effect of those terms, are explained to the employees employed at the time who will be covered by the agreement.



The Commission must also take into account paragraphs 8 to 14 of the Statement of Principles on Genuine Agreement. Paragraph 8 says that taking all reasonable steps to explain the terms of the agreement, and the effect of those terms, should include at a minimum explaining to employees how the proposed agreement will alter their existing minimum entitlements and other terms and conditions of employment.

Paragraphs 8 and 9 also give guidance on what should be explained. Paragraphs 12 and 13 say how employees may be provided with the explanation.

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Describe the steps taken to explain to the employees the terms of the agreement and the effect of those terms. For example, describe how the information was given in meetings, by email or post, and by other means. Write down the date on which each step was taken.

Also lodge copies of any materials that were used to explain the agreement to the employees.

Include details of what was explained to the employees. Do not simply state that the terms of the agreement were explained to employees.

Date(s)	Steps taken	Explanation given
5 February 2025	<p>The Employer sent an email to each employee’s nominated email contact address which attached a copy of the proposed Agreement and a document explaining the terms and effect of the proposed Agreement.</p> <p>This email also included a link to the Hub Page (intranet) which, in addition to the materials attached to the email, had copies of the following documents:</p> <ul style="list-style-type: none"> <li>• a detailed comparison of the Enterprise Agreement and Award terms;</li> <li>• a copy of the National Employment Standards; and</li> <li>• a copy of the Telecommunications Services Award 2020.</li> </ul>	<p>See the <b>attached</b> email.</p> <p>Copies of the versions provided on 6 February 2025 have been attached (see below).</p>

<p>6 February 2025</p>	<p>The Employer sent an email to each employee’s nominated email contact address which specifically identified that there was an error in the wage rates included in the Schedules to the version of the proposed Agreement sent on 5 February 2025.</p> <p>This email re-attached a document explaining the terms and effect of the proposed Agreement, as well as a comparison between the terms of the Current Agreements and the proposed Agreement. This email also attached a Confirmation of Wage Rates which specifically addressed the error in the previous version of the Agreement sent, and included the specific wage rates on commencement of the proposed Agreement.</p> <p>The Confirmation of Wage Rates was also placed on the Employer’s hubpage (intranet) with a link to the hubpage included in the email.</p> <p>A copy of this email, as well as the explanation of terms and the detailed comparison of the Enterprise Agreement and Award terms, as well as the Confirmation of Wage Rates as provided on 6 February 2025 are <b>attached</b> to the application.</p>	<p>See the <b>attached</b> email of 6 February.</p> <p>Also <b>attached</b>:</p> <ul style="list-style-type: none"> <li>• the Explanation of the terms of proposed Agreement as provided on 6 February 2025;</li> <li>• the Comparison between the proposed Agreement and the Telecommunications Services Award 2020 as provided on the Employer’s hubpage (intranet) from 6 February 2025; and</li> <li>• the Confirmation of Wage Rates.</li> </ul>
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<p>From 6 February 2025 to 12 February 2025.</p>	<p>The Employer conducted various information sessions for each team of employees via Microsoft Teams.</p> <p>The Employer conducted 38 sessions in total. These sessions were scheduled to ensure each operational team covered by the proposed Agreement could attend.</p> <p>The Communications Workers Union were invited to these information sessions and attended most of these sessions.</p>	<p>During the information sessions, the Employer presented a PowerPoint presentation and explained the major changes between the Current Agreements and the proposed Agreement. The Employer explained the reasons for material changes and how the changes would impact employees. The Employer also explained the terms and conditions in the Current Agreements that would not change in the proposed Agreement. A copy of the PowerPoint presentation is <b>attached</b>.</p> <p>The explanations were tailored to suit the team that was being presented to.</p> <p>Employees were provided numerous opportunities to ask questions throughout these sessions. They were also encouraged to follow up with any questions they have after the session by contacting the person who ran the information session, by attending another session that was held daily (Daily Sessions), by emailing <a href="mailto:enterprisebargaining@nbnco.com.au">enterprisebargaining@nbnco.com.au</a> or by visiting the Employer's hubpage.</p> <p>During the information sessions, the Employer reminded employees that they received the detailed comparison document via email and encouraged employees to read it and to ask any questions. Employees who attended sessions from 7 February 2025 were also directed to the email they receive on 6 February 2025, which included the correct wage rate at commencement of the Agreement.</p>
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<b>10 February 2025</b>	A Microsoft Teams message was sent to all attendees who attended information sessions on 6 February 2025 which directed the employees to review the 6 February email which outlined an error which had been identified in the proposed enterprise agreement.	This message specifically included the following statement:  <i>On 6 February, we sent you an email outlining an error had been identified in the proposed enterprise agreement. Please ensure you view this email. All other Explanatory Material available on the hub page was updated on the same day.</i>
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**23 When the employer explained the terms of the agreement and the effect of those terms to the employees, did the employer compare the agreement to any of the following instruments?**



See section 180(5)(a) of the [Fair Work Act 2009](#) and paragraph 8 of the Statement of Principles on Genuine Agreement.

(tick all that apply and provide further information):

any enterprise agreement that currently applies. Please specify which agreement/s:

nbn Enterprise Agreement 2022-2025

the modern award/s. Please specify which award/s:

The Telecommunications Services Award 2020 [MA000041]

or

none of the above. Please explain why the employer did not compare the agreement to any of the above instruments:

Not applicable.

**24 When the employer explained the terms of the agreement and the effect of those terms to the employees, what was done to take into account the particular circumstances and needs of the employees?**

See section 180(5)(b) of the [Fair Work Act 2009](#). The employer must take all reasonable steps to ensure that the explanation is provided in an appropriate manner. Section 180(6) of the [Fair Work Act 2009](#) provides as examples of the kinds of employees whose circumstances and needs are to be taken into account, employees from culturally and linguistically diverse backgrounds, young employees and employees who didn’t have a bargaining representative.

The Commission must also take into account paragraph 14 of the Statement of Principles on Genuine Agreement.



Identify the relevant group of employees addressed and their particular circumstances (for example employees from culturally and linguistically diverse backgrounds or young employees). Describe the steps you took to accommodate their circumstances. Write down the date on which each step was taken.

Also lodge copies of any materials that were used to ensure the explanation to employees was provided in an appropriate manner (if not lodged in response to question 22).

Do not simply state that the employer took reasonable steps to ensure the explanation was provided in an appropriate manner.

Date of step	Step taken	Relevant group of employees addressed
5 February 2025	<p>Employees were emailed a suite of access period materials. This material was drafted with a focus on plain language to assist in comprehension.</p> <p>Further, the covering email included a note that employees who required assistance with any of these materials or the online sessions should advise their Leader, or the Employer’s bargaining team. This note specifically identified employees from</p>	This addressed those employees from a culturally or linguistically diverse background.

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	culturally and linguistically diverse backgrounds as employees who may wish to seek assistance.	
5 February 2025	<p>Employees were emailed a suite of access period materials. This material was drafted with a focus on plain language to assist in comprehension.</p> <p>Further, the covering email included a note that employees who required assistance with any of these materials or the online sessions should advise their Leader, or the Employer’s bargaining team. This note specifically identified young employees as employees who may wish to seek assistance.</p>	This addressed young employees.
5 February 2025	<p>Employees were emailed a suite of access period materials. This material was drafted with a focus on plain language to assist in comprehension.</p> <p>Further, the covering email included a note that employees who required assistance with any of these materials or the online sessions should advise their Leader, or the Employer’s bargaining team. This note specifically identified employees who did not have a bargaining representative for the proposed Agreement as employees who may wish to seek assistance.</p>	This addressed those employees who opted not to have a bargaining representative for the proposed Agreement.
6 February 2025	<p>Employees were emailed an updated suite of access period materials. This material was drafted with a focus on plain language to assist in comprehension.</p> <p>Further, the covering email included a note that employees who required assistance with any of these materials or the online sessions should advise their Leader, or the Employer’s bargaining team. This note specifically identified employees from culturally and linguistically diverse backgrounds as employees who may wish to seek assistance.</p>	This addressed those employees from a culturally or linguistically diverse background.
6 February 2025	Employees were emailed an updated suite of access period materials. This material was	This addressed young employees.

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	<p>drafted with a focus on plain language to assist in comprehension.</p> <p>Further, the covering email included a note that employees who required assistance with any of these materials or the online sessions should advise their Leader, or the Employer’s bargaining team. This note specifically identified young employees as employees who may wish to seek assistance.</p>	
6 February 2025	<p>Employees were emailed an updated suite of access period materials. This material was drafted with a focus on plain language to assist in comprehension.</p> <p>Further, the covering email included a note that employees who required assistance with any of these materials or the online sessions should advise their Leader, or the Employer’s bargaining team. This note specifically identified employees who did not have a bargaining representative for the proposed Agreement as employees who may wish to seek assistance.</p>	<p>This addressed those employees who opted not to have a bargaining representative for the proposed Agreement.</p>
From 6 February 2025 to 12 February 2025	<p>The Employer conducted various information sessions for each team of employees via Microsoft Teams.</p> <p>The Employer conducted 38 sessions in total. These sessions were scheduled ensure each operational team covered by the proposed Agreement could attend.</p> <p>The Communications Workers Union were invited to these information sessions and attended most of these sessions.</p> <p>These sessions were presented in an approachable manner where the changes to the Agreement were explained in plain terms, including the impact, if any it would have on employees’ current conditions. Employees were encouraged to ask questions at the end of this session.</p>	<p>While these sessions were available to all employees, they were specifically addressed towards those who may have had difficulties in comprehending the written access materials, or who still had outstanding questions after having reviewed those materials. These sessions, while beneficial for all who attended, were particularly addressed to those who may have had difficulties with language (such as those from a cultural or linguistically diverse background), or those who opted not to have a bargaining representative for the proposed Agreement (and then could ask questions of the Union representative present at the sessions).</p>

**Part 3.5 – Providing employees with a reasonable opportunity to vote on the agreement in a free and informed manner**



The Commission must take into account paragraphs 15 and 16 of the Statement of Principles on Genuine Agreement. Paragraph 15 says that employees should be given a reasonable opportunity to vote on a proposed agreement in a free and informed manner.

**25 Describe the steps that were taken to inform employees entitled to vote of:**

- a. the time and place for the vote, and**
- b. the voting method.**

Paragraph 16 of the Statement of Principles on Genuine Agreement says that employees should be informed of the time, place and method for the vote:

- at least 7 full calendar days before the day on which voting starts, or
- by such other reasonable time before the day on which voting starts as is agreed with one or more employee organisation(s) acting as bargaining representative(s) for a significant proportion of the employees to be covered by the agreement.



Describe how employees were informed about the time and place for the vote and the voting method. For example, describe information given during meetings, by email or post, and on noticeboards. Include the date each of these steps was taken.

Also lodge copies of any materials that were provided to employees to notify them about the vote.

Do not simply state that the relevant employees were notified by the specified time.

Date(s)	Steps taken and information given to employees about time and place for vote and voting method
5 February 2025	The Employer sent an email to each employee’s nominated email contact address which explained (among other things), the date, time, location and method of the vote. A copy of the email is attached to the application.
6 February 2025	The Employer sent a further email to each employee’s nominated email contact address which explained (among other things), the date, time, location and method of the vote. A copy of the email is attached to the application.
From 6 February 2025 to 12 February 2025	<p>The Employer conducted various information sessions for each team via Microsoft Teams.</p> <p>The Employer conducted 38 sessions in total. During these sessions, employees were provided with the date, time, location and method of vote.</p>

13 February 2025

The Employer sent an email to each employee’s nominated email contact address with the voting link which explained the date, time, location and method of the vote. A copy of the email is attached to the application.

### 26.1 Describe the voting process for the agreement

Paragraph 15 of the Statement of Principles on Genuine Agreement also says that giving employees a reasonable opportunity to vote on a proposed agreement in a free and informed manner should include:



- a voting process that ensures the vote of each employee is not disclosed to or ascertainable by the employer, and
- a method and period of voting that provides all employees entitled to vote with a fair and reasonable opportunity to cast a vote.

Describe the voting process used and the method and period of the vote, and explain how all employees entitled to vote were provided with a fair and reasonable opportunity to cast a vote.

- On 13 February 2025, the Employer sent an email to each employee’s nominated email address providing a link to enable employees to vote electronically on the Elections Australia’s independent voting platform. A copy of this email is **attached**.
- On 14 February 2025, at 8am (AEDT) the voting platform went live allowing employees to log in and cast their vote.
- Employees were required to log in with their Preferred Name and Employee ID, solely to confirm that they were an employee of nbn. The vote was confidential and anonymous.
- On 20 February 2025, at 5pm (AEDT) the voting platform was closed.

**26.2 Describe any further steps taken to give employees a reasonable opportunity to vote on the agreement in a free and informed manner**

- Throughout the ballot employees were reminded on multiple occasions to submit their vote. This was primarily done through emails, but also through the chat functions created during the 38 Microsoft Teams information briefing sessions conducted during the access period.

**Part 3.6 – Sufficient interest and sufficiently representative**

**27 Explain how the employees requested to vote on the agreement:**

- a. have a sufficient interest in the terms of the agreement, and
- b. are sufficiently representative, having regard to the employees the agreement is expressed to cover?



See section 188(2) of the [Fair Work Act 2009](#). The Commission must also take into account paragraphs 17 and 18 of the Statement of Principles on Genuine Agreement.

1. All employees requested to vote on the proposed Agreement fall within the scope and classifications of the Agreement, types of employment in the Agreement, geographic location that the Agreement covers and industries and occupations that the Agreement covers.
2. All eligible employees are to be paid the rates of pay provided for in the Agreement.
3. The Agreement was the product of an authentic exercise in agreement-making between the Employer and eligible employees, and the eligible employees who voted for the Agreement had an informed and genuine understanding of what was being approved.
4. The CWU (CEPU) and CPSU acted as bargaining representatives for their respective members throughout the entire process.

**Part 3.7 – Voting on the agreement****28 Provide the following dates:**See sections 181, 173 and 182 of the [Fair Work Act 2009](#).

Event	Date
28.1 The date voting on the agreement <b>commenced</b> (that is, the first date that an employee was able to cast a vote).	14 February 2025
28.2 The date the agreement was <b>made</b> (that is, the date on which the voting process by which the employees approved the agreement concluded).	20 February 2025

**29 Provide the following details about the vote on the agreement:**See section 53 of the [Fair Work Act 2009](#). An enterprise agreement covers an employee if it is expressed to cover the employee.

29.1	At the time of the vote, how many employees were covered by the agreement?	1131
29.2	How many of these employees cast a valid vote?	779
29.3	How many of these employees voted to approve the agreement?	400

Signature		Date:	28 February 2025
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	<b>Giving false or misleading information is a serious offence.</b>
	A person who knowingly gives false or misleading information or knowingly produces a false or misleading document in support of an application for approval of an enterprise agreement is guilty of an offence, the punishment for which is imprisonment for up to 12 months – see s.137.1 and s.137.2 of the <i>Criminal Code</i> .

## Consent to contact by researchers

The Commission undertakes research with participants in agreement approval matters to ensure a high quality process. Some research may be undertaken by external providers on behalf of the Commission.

Do you consent to the contact details provided on page 1 of this form being provided to an external provider of research services for the purpose of inviting you to participate in this research?

Yes

No

A copy of this declaration must be served on:



- each other employer that is covered by the agreement **and**
- each employee organisation that was a bargaining representative **and**
- any employee bargaining representative of whom you are aware.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

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