

**National Broadband Network
Relevant Extracts from the
Standard Format Enterprise Bargaining Agreement
Master Document
June 2011**

Number of pages 74
Number of clauses and subclauses 628
Actual document [here](#).

The clauses extracted here relate to a Capacity to Manage assessment undertaken and available [here](#).

Coverage

1.2.3 “Employees engaged in Non-electrical telecommunications assets.

1.4.1 Parties to the agreement are the Employer, Employee and the Union
(Electrical Trades Union)

1.5.1 definitions . agreement covers employees “engaged in connection with the design, make ready, construction, rollout, installation and commissioning of the NBN....”

Permitted matters.

Anything to do with the relationship between the employer and employees, employer and the union, deductions from wages authorised by an employee and, how the agreement will operate.

Union is the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. (The ETU)

For employees “ who performs work exclusively on non-electrical, telecommunications assets”

2.1 Dispute Settlement Procedure

2.1.1 The matters to be dealt with in this procedure include all grievances or disputes between and Employee(s) and the Employer, or the Union and the Employer on respect to any permitted matters. This also includes any disputes relating to contested position appointments or issues relating to the composition of the workforce. This procedure applies to a single Employee or to any number of Employees.”

2.1.4it will be open to any party to the dispute to give notification of a dispute to FWA

2.1.16 In the event the matter is not resolved through conciliation and proceeds to arbitration either part to the dispute may request another member of FWA to arbitrate and down a binding decisions.

2.1.19 Subject to any applicable procedure of FWA, an appeal under this clause will be dealt with by a Full bench of FWA.

2.2 Introduction of Change

2.2.1 Before the Employer makes a final decision to introduce changes in production , programming, organization, structure or technology, that are likely to have a significant effect on Employees the Employer shall notify the Employees who may be affected by the proposed changes and the Union.

2.2.2 Significant effects includes termination of employment, major changes in the composition, operation, production, workplace location, program, organization structure or technology or size of the Employer 's workforce or in the skills required ; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Further, significant effects includes the elimination or diminution of any right or benefit an Employee may have under company policy (i.e. the removal of a right to a company vehicle under a vehicle policy)

Union Delegates

2.4.4 Union delegates shall be engaged as Employees and perform normal work when not representing their fellow Employees in accordance with the procedures in this Agreement.

2.4.5 Union Delegates shall be allowed all reasonable time necessary during working hours to attend to their roles as on-site representatives under this Agreement.

2.4.9 Union Delegate Rights

(b) the right to all paid time necessary during working hours to attend to their roles as on-site representatives under this Agreement

(c) the right to paid time to attend industrial and dispute resolution education during normal working hours

(d) the right of access to private telephone, facsimile, post, photocopying, Internet and email facilities for the purpose of carrying out their role as on –site representatives under this Agreement.

(f) the right o paid time to attend industrial tribunals and/or courts proceedings relating to particular disputes in the workplace

(g) the right to paid time to assist and represent Employees who have requested them to do so in respect of disputes arising from the workplace.

2.4.11 A Union Delegate shall not be transferred unless agreed to by the Union...

2.4.12 Union Delegates shall be entitled to five days leave per year for attendance at national Union conferences.

2.4.13 Union delegates will be given a maximum of five days training per delegate, per annum at a training program, conferences or seminars chosen by the Union Delegate....

2.4.14 Union Delegates will be paid their normal rate including all allowances while attending these courses and will be allowed to use company vehicle

2.6 Flexibility Clause

2.6.2 The terms that may be varied are

- (a) Parental Leave ...
- (b) Long Service Leave ...

2.7 [union] Entry to Premises

2.7.1 Subject to clause 2.7.2 [existing entry rights under the Fair Work Act or OHS laws] below, a Permit Holder may enter premises occupied by the Employer for any purposes that relates to the Union's legitimate role in representing Employees ...

Cashing out

3.1.1 So that there may be no doubt, unless expressly noted otherwise the entitlements provided in the Agreement (whether financial or otherwise) cannot be off-set, cashed out or avoided by any means, including but not limited to the making of over-agreement payments.

Casuals

3.4.4 A casual Employee... shall have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion period. [6 weeks]

Contractors/Competition law

3.10.1 The security of employment of Employees engaged by the Employer shall not be impaired by the use of Contractors.

3.10.2 The Parties are cognisant of their responsibilities under relevant competition law and in particular,

3.10.4 Where the Employer engages a Contractor to perform Core Work the Employer shall advise the Union of

- (a) the name of that Contractor
- (b) the class of work the Contractor is engaged to perform
- (c) the number of job classifications of any Employees of the Contractor who were involved in the work; and
- (d) the locality in which the work was performed.

3.10.8 The parties agree that damages are an inadequate remedy and consent to injunctive relief save that so such relief shall be directed to preventing or hindering the Employer from engaging or continuing to engage any Contractor.

3.10.9 So that there may be no doubt, this clause may not be relied upon to prevent or hinder the Employer from engaging from engaging or continuing to engage, any Contractor.

4.3 Superannuation

4.3.1 The Employer will ensure that every Employee bound by this agreement is a member of an approved superannuation fund...

4.3.5 For the purposes of this Agreement, the Approved Funds are...
NESS, SPEC-Q C-Bus

Smoking

Smoko breaks

6.7.1 Each Employee will be entitled to a paid smoko break of 20 minutes...

10.7 Smoking at Work

10.7.1 Smoking at work will be in accordance with the relevant legislation and site specific conditions.

Employment during leave

7.1.13 An Employee shall not offer their services to any other Employer during the period they are on paid annual leave and an Employer shall not engage an Employee who is on paid annual leave.

9.10 Quality Assurance

9.10.1 The parties endorse the underlying principles of the Employer's quality management system which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. ...

10.13 Alcohol and Other Drug Policy

10.13.1 The parties agree that the misuse of alcohol and other drugs can negatively impact on Employee's health and safety in the workplace.

10.13.3 The parties agree that a new alcohol and other drug policy and underpinning procedures will be jointly developed and implemented during the life of this Agreement, taking into account the following, agreed fundamental principles.

- That any policy be non-invasive, recognising that an Employee's rights to conduct his or her life, in whichever manner they so choose
- Will not contain urine testing or blood testing, in any form