



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

National Australia Bank Limited
(AG2023/2899)

NAB ENTERPRISE AGREEMENT 2024

Banking finance and insurance industry

COMMISSIONER LEE

MELBOURNE, 14 SEPTEMBER 2023

Application for approval of the NAB Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *NAB Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by National Australia Bank Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Finance Sector Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 50.3 – Can my team or I swap a Public Holiday for another day?

However, noting clause 2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 February 2024. The nominal expiry date of the Agreement is 31 December 2026.



COMMISSIONER

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NAB Enterprise Agreement



2024

Foreword

The Enterprise Agreement 2024 delivers on the twin peaks in our [NAB Group Strategy](#), putting colleagues and customers first, because it's who we are here for. It is a key part of our [Colleague Strategy](#) and how we attract and retain talented professionals who shape the future of banking.

As a bank built on relationships, we're focused on excellence for customers. That starts with investing in NAB's future success – you.

Our Enterprise Agreement 2024 seeks to:

- reward you at work while recognising it is just one part of life
- support your wellbeing and provide an environment where we look after each other during important moments in our lives
- create an inclusive, progressive culture where you are valued for who you are and empowered to learn, grow and achieve your wider career aspirations
- make it simpler to get your work done and focus on serving our customers well, and
- future-proof NAB for the changing workplace.

We want to create a work experience you look forward to every morning – where you are supported through any challenges and can rise to meet high performance expectations.

When you bring your unique ideas, energy and ambition for innovation and growth to us, you'll be recognised and rewarded for your contribution in return. You'll have our support to excel for our customers, deliver positive change for our communities and advance your career.

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Section A

Our agreement

We're here to serve customers well and help our communities prosper. To achieve this, we need trusted professionals who are proud to be part of NAB. We need to be an inclusive workplace which provides competitive benefits and exceptional opportunities.

This Section (clauses 1 to 10) covers the basics of how our Agreement works, when it applies, who it applies to, and the different ways you can be employed at NAB.

1. This agreement

This is our NAB Enterprise Agreement 2024 (**Agreement**). Our [Agreement](#) starts on 15 February 2024 and its nominal expiry date is 31 December 2026.

Our [Agreement](#) covers:

- National Australia Bank Limited (ABN 12 004 044 937) (**NAB**); and
- colleagues in Groups 1 – 6 employed by [NAB](#) who are based and working in Australia. [Appendix F](#) sets out detail on these Group Classifications.

2. Interaction with the NES & NAB documents

Entitlements provided in our [Agreement](#) are intended to satisfy National Employment Standards (**NES**) entitlements to the extent possible. Where any term of our [Agreement](#) is less advantageous than the **NES**, the **NES** will apply.

[NAB](#) policies, processes, guidelines or other documents referenced do not form part of our [Agreement](#).

3. Definitions

Definitions of words used in our [Agreement](#) can be found in the table at [Appendix H](#).

4. Types of employment

You can be engaged on a [Permanent](#), [Maximum Term](#) or casual basis. If you're engaged on a [Permanent](#) or [Maximum Term](#) basis, you can be either a full time or part time colleague. We will let you know which employment type applies to you.

We will provide the [FSU](#) data on employment types and numbers of colleagues by business unit, Group and gender on request.

5. Full time colleagues

You're a **full time colleague** if you're engaged to work 152 ordinary hours over a four week cycle (or the equivalent averaged over another period).

For the purposes of this **clause**, time worked in any four week cycle will include:

- [Public Holidays](#) (where you would usually have ordinary working hours on that day);
- paid leave (other than special leave);
- authorised sick leave; and
- [RDOs](#) (although the time accrued for these is not counted twice).

6. Part time colleagues

You're a **part time colleague** if you're engaged to work less than full time hours (**clause 5**).

A part time colleague has reasonably predictable hours of work and has equivalent pro-rated terms and conditions to those of full time colleagues based on their ordinary hours of work, unless otherwise outlined in our [Agreement](#) (e.g. certain allowances are not pro-rated and part time colleagues are not eligible for [RDOs](#)).

We will agree on your regular pattern of work and record it. Any agreed changes to the regular pattern of work will also be recorded.

Any day we ask you to work, you will get paid for at least three hours for the day (or a two-hour minimum for training purposes).

All time worked in excess of the agreed hours will be overtime and will be paid at the appropriate overtime rates (if the circumstances and your [Group Classification](#) mean you're entitled to it in accordance with **clause 31**).

7. Maximum term employment

You're a **Maximum Term colleague** (whether that be full time or part time) if you're employed under a contract for a fixed period of time, for a specific task, or under a contract for a maximum term.

In summary, the following key entitlements do not apply to [Maximum Term](#) colleagues:

- Packaging other benefits (**clause 16**);
- Job Sharing (**clause 23**);
- Change at Work provisions in [Section H](#) (other than Major Change in **clause 54**);
- Notice of termination when your maximum term has expired (**sub-clause 61.1**);

- Transition to retirement (**clause 62**); and
- When you're asked to move or work from somewhere else (**clause 6 of Appendix B**).

8. Casual colleagues

You're a **casual colleague** if you're employed on the basis that there is no firm advance commitment to continuing and indefinite work according to an agreed pattern.

The maximum number of ordinary hours you may work is an average of 38 hours per week over a four week cycle (or the equivalent averaged over another period). Casual colleagues may be engaged as needed to meet unforeseen circumstances, peaks in workloads or to provide relief work.

If you're a casual colleague, you will be paid an hourly rate of Base Pay plus a casual loading of 25%. The casual loading is calculated based on your hourly rate of Base Pay only.

Your casual loading is paid instead of paid annual leave, paid sick and carer's leave, long service leave, notice of termination, Retrenchment entitlements, and any other benefits of Permanent employment.

You are entitled to a minimum payment of three hours for work performed in any one day.

8.1 Am I entitled to any leave?

The table in **clause 35** highlights the different unpaid leave and family and domestic violence support options you may have at NAB.

In addition, you may leave or not attend work:

- due to personal illness or injury;
- for caring for or supporting a member of your Immediate Family or household who requires care or support due to an illness, injury or an unexpected emergency, or on the birth of your child; or
- upon the death of a member of your Immediate Family or household, including the miscarriage or Stillbirth of your child or your Partner's child or where that child would have otherwise been a member of your Immediate Family or household.

You must provide evidence satisfactory to us to be entitled to leave or not attend work. You should give notice to NAB that you're unable to attend work (and for how long) as soon as practicable. We will agree on your absence period. If agreement isn't reached, you're entitled to be absent from work for up to 48 hours (i.e. two days) per occasion.

8.2 What am I excluded from?

In addition to paid leave, the following key entitlements specifically **do not** apply to casual colleagues:

- Packaging other benefits (**clause 16**);
- Job Sharing (**clause 23**);
- Make-up time (**clause 25**);
- Changing your ongoing working hours (**clause 26**);
- Keeping your hours reasonable (**clause 27**);
- Workforce planning (**clause 28**);
- Time off in lieu of overtime (**clause 31.5**);
- Stand-by (**clause 32**);
- Shift Work (**clause 33**);
- Learning and development opportunities (**clause 52**);
- Change at Work provisions in **Section H** (other than Major Change in **clause 54**);
- Notice of termination (**clause 61**);
- Transition to retirement (**clause 62**);
- Training leave (**clause 66**);
- Industrial leave (**clause 67**);
- Representative duties allowance (**clause 1 of Appendix B**);
- District allowance (**clause 4 of Appendix B**);
- Leave in lieu of travelling time (**clause 5.2 of Appendix B**);
- When you're asked to move or work from somewhere else (**clause 6 of Appendix B**);
- RDOs (**Appendix D**); and
- End of Year Payment/Transition Arrangement (**Appendix E**).

8.3 Can I convert to permanent employment?

As a casual colleague, you will be offered, or can request, conversion to Permanent employment in accordance with the NES. Conversion to Permanent employment can otherwise occur by agreement between us.

8.4 How does notice of termination work for me?

As a casual colleague, you may advise NAB at any time that you are not available for any further engagements, and NAB may advise you at any time that no further engagements will be offered.

9. Changing employment type

If you want to change your employment type (for example, from full time to part time), we will give reasonable consideration to the request based on business requirements.

10. Application of each clause

At the start of each **clause**, you will see a table listing which Group Classification(s) and Employment Type(s) the **clause** applies to.

The top row lists the relevant Group Classification(s) (filled in red) and the remaining rows list the relevant Employment Type(s).

A clause only applies to you if both your Group Classification and Employment Type are listed, subject to any further eligibility criteria set out within the **clause** or elsewhere in the Agreement.

In addition, if you are a People Leader, there are obligations throughout our Agreement that apply to you even if the benefits and other entitlements within the **clause** do not.

Group Classification

G1	Group 1
G2	Group 2
G3	Group 3
G4	Group 4
G5	Group 5
G6	Group 6

Employment Types

Permanent	Permanent
Maximum Term	Maximum Term / Fixed Term
FT	Full Time
PT	Part Time
Casual	Casual

For example, the below applies to Permanent full time and part time colleagues in Groups 1 - 4 but does not apply to colleagues in Groups 5 - 6 or Maximum Term or casual colleagues:

G1	G2	G3	G4	
PERMANENT				
FT	PT			



Section B

Your pay

Our aim is to create an environment where our colleagues are trusted professionals who are proud to be part of NAB and are recognised and fairly rewarded.

This Section (clauses 11 to 18) covers roles and pay at NAB. It includes fixed reward increases, annual pay reviews, superannuation, and performance reviews, as they apply to eligible colleagues over the life of our Agreement. It also summarises how we make sure you're paid more under our Agreement than the Award.

11. Fixed reward

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

11.1 How do Base Pay rates and Group Minimum Pay Rates work?

We will let you know your Base Pay (or its hourly rate equivalent) and superannuation (together, your Fixed Reward) when you start with us. Your Fixed Reward will be reviewed when you change roles.

If you are a colleague in Group 1 – 3, your Fixed Reward will be at least the Group Minimum Pay Rate for your Group Classification in **Appendix A**.

We commit to engaging with the FSU as we move towards implementing a new job architecture system and structure.

11.2 How is Fixed Reward set when I am recruited or promoted?

We will let you know your Fixed Reward when you're recruited or promoted. In setting your Fixed Reward, we may consider a range of factors including:

- capability and experience;
- comparisons internally and externally;
- work performance; and
- pay equity considerations.

11.3 How will I be paid?

You will be paid fortnightly by direct transfer to your chosen bank account. NAB will determine and share the pay dates. If you were employed after 2 March 2011, you must choose a NAB bank account to be paid into.

Your fortnightly salary is calculated by dividing your annual Base Pay by 26.07142. If you are a casual colleague, your fortnightly pay is calculated using your hourly rate of Base Pay.

Where our Agreement references hours being averaged over a four week cycle, a roster over a four week cycle, or a payment relevant to a fortnight or pay period, NAB will determine when that period starts. For any part periods, we will determine the approach to the entitlement or arrangement.

12. Fixed reward increases

G1	G2	G3	G4	
PERMANENT		MAXIMUM TERM		CASUAL
FT	PT	FT	PT	

Subject to **sub-clauses 12.1 and 12.2** below, you will receive the following fixed increases to your Fixed Reward.

Your <u>Fixed Reward</u> as of 30 September of the year prior (and pro-rated for part time colleagues)	Your <u>Fixed Reward</u> increase, effective from the first pay period in January
2024	
Under the 2023 Group 3 Minimum Pay Rate (\$110,300)	5%
Between the 2023 Group 3 Minimum Pay Rate (\$110,300) to \$140,000	3.5%
\$140,001 to <u>High Income Threshold</u>	2.5%
2025	
Under the 2024 Group 3 Minimum Pay Rate	4%
2024 Group 3 Minimum Pay Rate to \$146,300	2.5%
\$146,301 to <u>High Income Threshold</u>	1.5%
2026	
Under the 2025 Group 3 Minimum Pay Rate	3.5%
2025 Group 3 Minimum Pay Rate to \$150,689	2%
\$150,690 to <u>High Income Threshold</u>	1.5%

12.1 When won't I receive a pay increase?

You won't receive the Fixed Reward increase outlined in the table in **clause 12** if, after June 30 of the year prior to the date of increase, you:

- commenced employment with NAB;
- have been promoted to a role in a higher Group Classification; or
- your Fixed Reward exceeds the High Income Threshold (pro-rated for part time colleagues). However, the Annual Pay Review process outlined in **clause 13** will still apply to you in that circumstance.

For example, if you commence employment with NAB or are promoted to a role in a higher Group Classification on 15 August 2024, you will not receive the increase in the table in **clause 12** in January 2025, but you may still be eligible for the increase in January 2026.

You also won't receive a Fixed Reward increase outlined in the table in **clause 12** if you received a conduct or performance outcome which makes you ineligible for that increase.

12.2 Can I receive a lower increase than what is in the table?

If your Fixed Reward is increasing due to an increase to the Group Minimum Pay Rate that applies to your Group Classification, then you will only receive the higher of that increase or the increase outlined in the table in **clause 12** above.

If your Fixed Reward has increased after 30 September of the year prior to the relevant increase in **clause 12**, you will only receive the higher of that percentage increase or the percentage increase outlined in the table in **clause 12** (determined by reference to your Fixed Reward as at 30 September of the year prior).

For example, if your Fixed Reward as at 30 September 2023 was \$120,000 and you received a Fixed Reward increase of 5% in November 2023, you would not receive an additional Fixed Reward increase under **clause 12** in January 2024. This is because the 5% increase you received in November was greater than the 3.5% that would have been due to you in January 2024 under **clause 12**.

13. Annual pay review

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

This **clause 13** applies to colleagues whose Fixed Reward is at or exceeds the applicable Group 3 Minimum Pay Rate (pro-rated for part time colleagues).

13.1 How does the annual pay review work?

We will conduct an annual pay review process in a fair, consistent and transparent manner.

13.2 How do we make sure the annual pay review is fair, consistent and transparent?

To ensure the pay review process is fair, consistent and transparent:

- we will publish and make available to colleagues and the FSU the quantum of any pools that are allocated for the annual pay review process no later than six weeks before the commencement of annual pay review discussions; and
- we will, following the conclusion of the review process, provide de-identified data on Fixed Reward outcomes under this **clause** to the FSU by Group, gender and employment type.

The People & Culture team will support your People Leader to achieve a fair, consistent and transparent review process. This support may include:

- offering you or your People Leader guidance on applicable market rates; and
- offering your business unit advice and insights on remuneration matters.

13.3 What factors are taken into consideration?

Your People Leader may consider a range of factors during your annual pay review, including those listed at **sub-clause 11.2**.

In reviewing your pay in **sub-clause 13.1**, your individual product targets will not be considered. When the annual pay review process is complete, your People Leader will advise you in writing of your outcome.

13.4 What is the Fixed Reward outcome reconsideration process?

After you are advised of your new Fixed Reward, you can have your Fixed Reward evaluated under the process in **clause 73**. Your request for an evaluation must be in writing and state why the request is being made.

If your request is not resolved after **Steps one and two** of **clause 73**, instead of **Steps three and four**, the matter will be referred to the Head of Performance and Reward or equivalent (or their delegate) who will make a final decision.

The factors in any reconsideration will include those referred to in **sub-clause 13.3** above. You will be notified of the decision.

In relation to **Step six**, any FWC review of the decision referred to in this **sub-clause 13.4** will be limited to consideration of the process adopted in accordance with this **sub-clause 13.4**, rather than any performance and Fixed Reward outcomes.

You may seek the assistance of the FSU at any stage in this process.

14. Allowances

G1	G2	G3	G4	
PERMANENT		MAXIMUM TERM		CASUAL
FT	PT	FT	PT	

The allowances provided under our Agreement are:

- Representative Duties Allowance (**clause 1 of Appendix B**);
- Meal Allowance (**clause 2 of Appendix B**);
- Higher Duties Allowance (**clause 3 of Appendix B**);
- District Allowance (**clause 4 of Appendix B**);
- Relocation Allowance (**clause 6 of Appendix B**); and
- Standby Allowance (**clause 32**).

Your entitlement to and eligibility for these allowances, as well as the applicable allowance amount, will be determined in accordance with the relevant **clauses** in **Appendix B**, or elsewhere within our Agreement. For example, some allowances listed above may still only apply to certain Group Classifications and Employment Types.

These allowances will be reviewed annually by NAB in accordance with established methodologies. These methodologies may be changed by NAB following consultation with the FSU.

15. Superannuation

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

15.1 Can I choose my own superannuation fund?

Yes, you can choose to have your superannuation contributions made to any complying fund under applicable Australian superannuation legislation.

However, if you do not notify NAB in writing of your chosen fund, your superannuation contributions will be made to your Stapled Fund. If you do not have a Stapled Fund, your superannuation contributions will be made to Plum Super (**Default Fund**) or its successor until you notify NAB in writing of your chosen fund. The Default Fund will offer a MySuper product.

15.2 What superannuation contributions will be paid?

Employer superannuation contributions will be paid in accordance with applicable legislation. Any increases to the compulsory superannuation guarantee contribution rate will be paid in addition to your Base Pay.

16. Packaging other benefits

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

You can package part or all of your Base Pay in the form of non-salary benefits, subject to NAB guidelines and applicable law.

17. Fixing overpayments

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

17.1 What happens if I'm overpaid?

If you're overpaid, NAB will let you know in writing what the overpayment amount is.

If you're leaving (or have left) NAB, you will authorise NAB to deduct the amount of the overpayment from your pay (even after your employment has ended).

If you're still employed and not serving a period of notice, you may request in writing to have the overpayment deducted in instalments. We need to agree on the amount of the instalments, provided that neither you nor NAB will unreasonably withhold agreement. You authorise NAB to deduct the amount of each instalment from the next relevant pay due to you until the full amount of the overpayment is repaid to NAB.

You acknowledge that any deductions made in accordance with this **clause** are principally for your benefit (as it avoids any necessary legal proceedings to recover the overpayments in other ways).

17.2 What if I observe I've been overpaid?

If you observe you've been overpaid, you must let your People Leader know by email or raise a case in Colleague Connect so we can look into it.

17.3 What happens if there's a dispute?

If there is a dispute about a deduction, either party may access the process at **clause 73**.

18. Ensuring you're better off

G1	G2	G3			
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

18.1 Who does this clause apply to?

This **clause** applies to Permanent, Maximum Term and casual colleagues who:

- are in Groups 1 – 3; and
- have a Fixed Reward of less than \$185,925 only, pro-rated according to the duration of the review period and, if you're a part time or casual colleague, according to the ordinary hours you worked.

18.2 What is the process for ensuring I'm better off?

During each Reconciliation Period after our Agreement starts, NAB will conduct a reconciliation of the amounts paid to you that are attributable to the preceding 24 weeks (or a lesser period if you commenced employment or our Agreement started within that time) against the minimum payments you would have been entitled to if the Award (as at the start date of our Agreement) had applied to you during that time. These amounts will take into account:

- your Fixed Reward;
- any overtime, premium rates, penalties, loadings and allowances;
- any leave taken and leave payments;
- any payments on termination;
- the value of any non-monetary benefits (including salary sacrifice amounts); and
- any other amounts paid to you by NAB that are attributable to the period.

18.3 What if you would have received more under the Award?

If we find you have been paid less than you would have received under the Award (as at the start date of our Agreement), we will pay you the difference plus an additional 5% of that difference (subject to usual taxation and superannuation).



Section C

Working flexibly

At NAB, we aim to provide flexibility in how you work, where you work and when you work. We want to help you balance work and life, while ensuring we serve our customers, other colleagues, and NAB well. Our Agreement reflects the evolving ways we work at NAB and is underpinned by our focus on looking after our twin peaks of customers and colleagues.

This Section (clauses 19 to 23) explains our different ways of working – how, when and where you can work.

19. Flexible working

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

You're welcome to discuss flexible work options with your People Leader on commencement of employment and at any time while you're working with us. Working offsite, part time work, adjusting start and finish times, or Job Sharing are just some of the ways NAB may enable you to work better, balancing your personal needs with those of our customers, other colleagues and NAB.

NAB will adhere to the NES and relevant State and Territory legislation with respect to Flexible Working Arrangements for eligible colleagues. A request for a hybrid arrangement, Job Sharing or other arrangement may be part of a request for a Flexible Working Arrangement outlined in the NES. In accordance with the NES, if the Flexible Working Arrangement is unable to be accommodated (there are specific NES considerations regarding this) and your request is declined, we will provide you with a written response.

20. Work from Hybrid

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

20.1 What is 'hybrid' at NAB?

Work from Hybrid is a combination of working at our premises and working away from our premises, for example, at your home. You may request or we may require you to work a mixture of your time at NAB premises and away from NAB premises. You can find more details on our Work from Hybrid approach on the intranet. When you have a hybrid working arrangement, the location of your role will not change and will remain at our premises. You must be available to attend our premises as required.

Our principles for hybrid working are:

- **Flexibility** – We encourage and support flexibility in where you work, when it complements your ability to perform your role.
- **Relationship-led** – We're a relationship-led bank and we achieve great customer outcomes when we work together, face to face, with our colleagues and customers.
- **Balance** – Balancing personal needs with those of our customers, other colleagues, and NAB. Hybrid working arrangements should not lead to you being constantly connected to work. Taking time off and disconnecting from work is an important part of establishing and maintaining an appropriate rhythm between work and rest. We know that quality time off is important for maintaining your overall health and wellbeing.

20.2 How do we work out a hybrid working arrangement?

If you want to request a hybrid working arrangement and your role is eligible, the arrangement (including the details) must be approved by us. Many critical roles are unable to be performed remotely and must always be performed at NAB premises.

20.3 How are changes made?

If you or NAB wish to change or cease your agreed hybrid working arrangement, reasonable notice should be provided. If we need you to attend our commercial premises on a day that you're usually working away from the office, we will endeavour to provide at least two weeks' notice (or a lesser period if two weeks' notice is impractical).

Your approved hybrid working arrangement should be reviewed regularly to ensure it is still working for all parties.

21. Off-site work

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

21.1 What are off-site arrangements?

Off-site work arrangements differ from our hybrid working arrangements.

Examples may include a colleague who is transitioning to retirement, or a colleague who is working from a customer's office or is seconded to a customer.

21.2 How do off-site arrangements work?

You and your People Leader may agree to off-site work. Your People Leader will determine which positions and/or aspects of work are suitable for off-site work. NAB will pay for agreed reasonable additional costs associated with off-site work.

21.3 How are changes made?

The need for change to an off-site work arrangement will be regularly reviewed by you and your People Leader, with the final decision resting with your People Leader.

Either NAB or you may seek to cease the off-site work arrangement. In that case, you will go back to your previous arrangement, or another if agreed with your People Leader.

Either party should give at least two weeks' notice. More notice, of up to a month, may be required in various circumstances such as when making new child-care arrangements, or when technology is required to be relocated.

22. Individual flexibility arrangements

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

22.1 How do I make an individual flexibility arrangement?

You may agree with NAB to make an individual flexibility arrangement to vary the effect of terms of the Agreement. An arrangement must be by Genuine Agreement and meet the genuine needs of NAB and you, in relation to one or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- premium rates;
- penalty rates;
- shift loadings;
- the Shift Worker Additional Payment;
- the End of Year Payment/Transition Arrangement in Appendix E; and
- allowances.

The individual flexibility arrangement must only relate to permitted matters under section 172 of the Act and not contain any unlawful terms under section 194 of the Act.

22.2 What are the requirements for individual flexibility arrangements?

The individual flexibility arrangement must be in writing, be signed by NAB and you (or if you're under 18 years of age, signed by your parent or guardian) and specify:

- that you and NAB are parties to the arrangement;
- the terms of the Agreement that will be varied by the arrangement;
- how the arrangement will vary the effect of the terms;
- how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
- the day on which the arrangement starts.

The individual flexibility arrangement must result in you being better off overall than you would be if no arrangement was made.

NAB will give you a copy of the individual flexibility arrangement within 14 days after it is agreed.

22.3 How do you or NAB cease the arrangement?

NAB or you may cease the individual flexibility arrangement:

- by giving 28 days' written notice to the other party to the arrangement; or
- at any time, if NAB and you agree in writing.

22.4 How will NAB keep the FSU updated about these arrangements?

On a confidential basis, NAB will advise the FSU of the number of arrangements made during each six month period under this **clause 22** providing a breakdown of:

- the number of arrangements which deal with each of the matters in **sub-clause 22.1**;
- the business units to which the arrangements relate;
- the Group of the colleagues who have made the arrangements; and
- the gender of the colleagues who have made the arrangements.

23. Job sharing

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

We encourage Job Sharing for all roles to help your work-life balance.

23.1 When might Job Sharing be introduced?

Job Sharing may be introduced if:

- the Permanent colleagues and the relevant People Leader agree; and
- the needs of customers, other colleagues and NAB can be met.

Requests for Job Sharing will be given reasonable consideration and if declined, the outcome and reasons will be provided in writing.

23.2 How do I start?

Before a Job Sharing arrangement can start, the colleagues involved and the relevant People Leader must decide on and agree in writing:

- a reasonable sharing of the different tasks;
- processes for transferring knowledge and information between the job sharers to allow them to perform the role effectively;
- hours of work and any arrangements relating to leave and relief; and
- what will happen when the Job Sharing arrangement ceases or is varied (e.g. if one colleague resigns or becomes unavailable on certain days).

23.3 What happens when my Job Share partner is away?

In the case of a short-term absence of a job sharer for more than two days, the remaining job sharer may volunteer to relieve, and will be entitled to be paid at their Base Pay for the period of relief. If the job sharer is directed to relieve and they are in Group 1 – 2, they will be entitled to overtime in accordance with **clause 31**



Section D

When we work

This Section (clauses 24 to 28) deals with various entitlements and obligations relating to your hours of work, including meal breaks and changes to your ongoing work hours.

24. Meal breaks

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

You will not be required by NAB to work for longer than five consecutive hours without an unpaid meal break of a duration determined by NAB. The timing of meal breaks will be determined by NAB based on business needs. You must take your meal break at this time, however NAB will not unreasonably refuse a request to change the timing of a meal break.

If you're...	Your meal break is...
A full time or part time colleague (other than <u>Shift Workers</u>)	At least 45 minutes unless you choose to reduce it to 30 minutes and your People Leader agrees. On Saturdays or Sundays, or if there is an emergency, NAB can also reduce it to 30 minutes.
A full time or part time colleague who is a <u>Shift Worker</u>	At least 30 minutes (if your shift ends during that time, you can cease work).
A casual colleague	At least 30 minutes.

25. Make-up time

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

You may, with your People Leader's agreement, take time off during ordinary hours on the basis you work make-up time (whether before or after) of equivalent hours. When you choose to do this, you will be paid at the rate that would have applied to the hours taken off.

26. Changing your ongoing work hours

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

26.1 Can NAB change your ordinary hours?

If we want to change your ordinary hours of work, we will advise you of the proposed change and reasons in writing.

When implementing the required change, your People Leader will first seek volunteers. If an insufficient number of colleagues volunteer for the change, you and your People Leader will then work to balance your personal needs and the business' needs. It is open to you and your People Leader to consider a variety of options that may meet your respective needs.

Your Genuine Agreement to the new ordinary hours will be sought and will not be unreasonably refused by you. If Genuine Agreement cannot be reached, your People Leader will nominate your ordinary hours of work, taking into account the personal needs you have notified them of.

If you're dissatisfied with the decision of your People Leader, you may escalate the matter in accordance with the remaining steps set out in **clause 73**.

You may seek the assistance of the FSU at any stage in this process.

The above process does not apply where:

- you regularly rotate through different rosters. Instead, we will provide at least two weeks' notice of a change to your rostered hours unless otherwise agreed with you; or
- you're a Shift Worker or 12 Hour Shift Worker. Instead, we will provide you at least one week's notice of transfer from one pattern of shift work to another pattern of shift work unless the transfer is due to an emergency or the absence of another colleague. If you're not currently a Shift Worker or 12 Hour Shift Worker, we will give you at least two weeks' notice of transfer to shift work, unless otherwise agreed with you or due to an emergency or the absence of another colleague.

26.2 What happens if NAB wants to reduce ordinary hours of work?

If we want to reduce your ordinary hours of work, we will advise you of the proposed change and reasons in writing and your People Leader will genuinely consult with you about the proposal.

It is open to your People Leader to consider a variety of options and discuss them with you. These options may include:

- changes to your employment type (e.g. from full time to part time);
- changes to your hours of work;
- changes in the ratio of full time and part time colleagues; and
- retention of your current hours.

Your hours of work will not be reduced without your Genuine Agreement. If Genuine Agreement cannot be reached, the consultation process in **sub-clause 54.2** will be followed.

You may seek the assistance of the FSU at any stage in this process.

26.3 What happens if I want to change my ordinary hours of work?

Where you want to change your ordinary hours of work, you must advise your People Leader of the proposed change and reasons in writing.

You and your People Leader will then participate in a process of seeking to match your personal needs and the business' needs. It is open to you and your People Leader to consider a variety of options that may meet your respective needs.

Following the conclusion of this process, your People Leader will nominate your ordinary hours of work. If you're dissatisfied with the decision of your People Leader, you may escalate the matter in accordance with the remaining steps set out in **clause 73**.

27. Keeping your hours reasonable

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

27.1 How will NAB engage with me and the FSU?

We acknowledge the role of the FSU in advocating for members' interests, including the impact of working hours on a colleague's lifestyle and wellbeing.

We will engage with colleagues and the FSU on strategies to ensure that workloads are manageable and colleagues are not working unreasonable additional hours. That process will commence with a roundtable comprising NAB Executives, FSU representatives and colleagues to discuss workload challenges and set principles for a working group that will meet on an agreed schedule to understand concerns being raised by colleagues and how we can

develop strategies to address them. NAB, the FSU and colleagues may also use joint consultation under **clause 72** as an opportunity to exchange information, provide feedback and engage in discussions around workloads and hours of work.

27.2 How will NAB set clear expectations?

We will work with you to set workloads that are fair, reasonable and achievable within your normal working pattern. NAB and colleagues agree that:

- workloads can fluctuate which may result in additional hours being worked; and
- depending on the nature or seniority of your role and/or the way you are remunerated by NAB, you may be required to work reasonable additional hours to complete your workload.

You and your People Leader can discuss the expectations of your role as part of your quarterly performance conversations. These conversations can include:

- the nature and volume of work anticipated for the upcoming quarter;
- any resourcing measures to be taken by your People Leader for the upcoming quarter;
- where appropriate and practicable to do so, your anticipated working pattern (including discussion on any anticipated additional hours) over the upcoming quarter; and
- your working pattern over the previous quarter and any actions to be taken to manage your ongoing wellbeing and workload, including any discretionary paid time off.

27.3 Can I refuse to work unreasonable additional hours?

You may refuse to work additional hours if they are unreasonable. In determining whether additional hours are unreasonable, the following must be considered:

- potential risks to your health and safety from working the additional hours;
- the nature of your role, level of remuneration and level of responsibility;
- your personal circumstances, including family responsibilities;

- the needs of the business;
- whether you receive overtime payments, premium rates or time off in lieu;
- any notice given by NAB of any request or requirement to work the additional hours;
- any notice given by you of your intention to refuse to work the additional hours; and
- any other relevant matter.

27.4 What should I do if I have a concern about my hours of work?

If you have a concern about your hours of work, you should raise this concern with your immediate People Leader, or if a discussion with your immediate People Leader is not appropriate, with your People Leader’s immediate People Leader. Your People Leader (or their People Leader) will review the reasonableness of your working pattern in light of the relevant factors set out above and take appropriate action where required. This may include escalating the matter to their People Leader. If the matter remains unresolved, subsequent steps in the process at **clause 73** will apply. You may seek the assistance of the FSU at any stage in this process.

28. Workforce planning

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

28.1 How will NAB determine staffing?

When determining staffing, we may consider local factors such as colleague experience, market demographics, business opportunities and needs, appropriate training, operational requirements, and obligations under our Agreement. However, we retain ultimate discretion to determine staffing for a workplace.

Any reduction in existing staffing levels by NAB will not result in increased workloads for remaining colleagues such that colleagues are unable to perform their duties in normal working hours (subject to **sub-clause 27.2**).

28.2 What steps will NAB take?

We will take all reasonable steps to:

- fill vacant positions promptly and consistently with business needs; and
- address any significant impact on colleagues and customers caused by colleagues’ absences.

These steps may include:

- provision of relief staff;
- engagement of casual colleagues;
- changes to rosters;
- agreed variations to part time hours for specified periods;
- pausing, deferring or stopping certain work;
- appropriate scheduling of RDOs; and
- approved overtime.

If relief staff are provided, they will be appropriately trained. If coverage of absences is not possible, NAB will take all reasonable steps to relieve any immediate pressures on colleagues as soon as reasonably practicable.

Entry level colleagues will be appropriately trained to do their work. Sometimes this will be on-the-job training. We will endeavour to provide this training as soon as reasonably practicable.

If required under **sub-clause 54.3**, we will advise the FSU of any significant programs or initiatives that will impact staffing levels.



Section E

Arrangements for Groups 1 – 2

This Section (clauses 29 to 34) explains when and how colleagues in Groups 1 – 2 will work and what they will be paid for working overtime or at different hours.

29. Ordinary hours of work

G1		G2		CASUAL
PERMANENT		MAXIMUM TERM		
FT	PT	FT	PT	

This **clause** does not apply to 12 Hour Shift Workers.

Your ordinary hours exclude unpaid meal breaks under **clause 24** and are set out in **clause 5** for full time colleagues, **clause 6** for part time colleagues and **clause 8** for casual colleagues.

29.1 How are my ordinary hours worked?

Your ordinary hours are worked in accordance with the pattern of work we direct and over a maximum of five consecutive days, with at least two days off in any seven-day period starting each Monday at 12.00 am. If a shift starts at or after 10.00 pm, the whole shift will be counted as being on the following day for the purposes of this **sub-clause**.

29.2 What is the span of hours?

Your ordinary hours will be worked between 6.00 am and 10.00 pm, Monday to Sunday, unless you're a Shift Worker or you've agreed to work your ordinary hours in a different way under **sub-clause 29.3**.

29.3 Can I work my ordinary hours in a different way?

In some circumstances we may agree to you working your ordinary hours outside the span of hours (**sub-clause 29.2**). When this happens you will be paid the applicable premium rate for those hours in accordance with **sub-clause 30.1**.

We may also agree for you to work your ordinary hours:

- on the weekend;
- over more than five consecutive days in a seven-day period;
- up to 10 hours on any day; or
- over two or more separate periods of work on a day (and any break between separate periods will be unpaid).

30. Premium rates

G1		G2		CASUAL
PERMANENT		MAXIMUM TERM		
FT	PT	FT	PT	

This **clause** does not apply to Shift Workers (see **sub-clause 33.2** instead) and 12 Hour Shift Workers (see instead **Appendix C**).

30.1 What are premium rates?

Premium rates are paid on ordinary hours worked at certain times. You will be paid premium rates in addition to your Base Pay when you work ordinary hours as follows:

Your ordinary hours worked on a...	Premium rate (% of Base Pay)
Weekday – for the first three hours outside the span (6.00 am – 10.00 pm) on that calendar day	50%
Weekday – after the first three hours outside the span (6.00 am – 10.00 pm) on that calendar day	100%
Saturday between the hours of 8.00 am and 6.00 pm	50%
Saturday before 8.00 am or after 6.00 pm	100%
Sunday	100%
<u>Public Holiday</u>	150%

30.2 How are premium rates calculated?

Premium rates are not cumulative. Where multiple premium rates could apply at the same time, the highest applicable rate will be paid.

For example, on a Public Holiday falling on a Sunday, the Public Holiday premium rate of 150% will apply to ordinary hours worked between 6.00 am and 10.00 pm (instead of the alternative 100% premium rate applicable for working on a Sunday).

Casual colleagues will receive the premium rates in addition to, but not as a multiple of, their casual loading.

For example, for ordinary hours worked on a Saturday between 8.00 am and 6.00 pm, a casual colleague will receive hourly rate (100%) + casual loading (25%) + premium rate (50%) = 175%.

You do not receive premium rates when you work overtime. Instead, you will be paid the relevant overtime rate set out in **clause 31**.

31. Overtime

G1		G2		CASUAL
PERMANENT		MAXIMUM TERM		
FT	PT	FT	PT	

31.1 What is overtime?

Overtime is paid for work additional to your ordinary hours of work and authorised by your People Leader before it is worked. Subject to **sub-clause 31.2**, you may be required to work reasonable overtime in accordance with the NES.

31.2 When can I refuse to work overtime?

You may refuse to work overtime in circumstances where the working of such overtime would result in you working hours which are unreasonable having regard to:

- any risk to your health and safety;
- your personal circumstances, including family responsibilities;
- the needs of the workplace or enterprise in which you're employed;
- the payment or time off in lieu, if any, you're entitled to receive for working the overtime;
- the notice given by NAB of any request or requirement to work the overtime and the notice given by you of your intention to refuse to work the overtime;
- your usual patterns of work;
- the nature of your role, and your level of responsibility; and
- any other relevant matter.

People Leaders will monitor the amount of overtime necessary in their workplaces, and rectify situations where overtime is continuous and sustained (including, where necessary, an assessment of the need for additional colleagues or a need to change the amount of work undertaken).

We will ensure the process for authorising overtime is simple, payment is prompt, overtime is recorded accurately and workloads are monitored in accordance with our Agreement.

31.3 What do I get paid for working overtime?

You will be paid the following rates in addition to your Base Pay if you work overtime:

Day	Period worked (calculated on a calendar day basis i.e. 12.00 am to 11.59 pm)	Overtime rate (% of <u>Base Pay</u>)
Weekdays	First three hours on the day	50%
	Each additional hour after first three hours	100%
Weekends and <u>RDQs</u>	Each hour	100%
<u>Public Holidays</u>	Each hour	150%
Sixth and seventh days in a seven day period where you have already worked across five days in that period (sub-clause 29.1 , other than where agreed under sub-clause 29.3)	Each hour (with minimum payment for four hours)	100%

In the Branch network, the Branch Manager has the authority to approve up to one hour of overtime per day per colleague when the work cannot be performed within ordinary hours or deferred.

31.4 How are overtime rates calculated?

Overtime rates are not cumulative. Where multiple overtime rates could apply at the same time, the highest applicable rate will be paid.

For example, for overtime worked on a Saturday that is a Public Holiday, the overtime rate of 150% would apply to each hour.

31.5 Can I take time off instead of being paid for overtime?

If you're not a casual colleague, you may elect, with the approval of your People Leader, to take time off instead of payment for overtime. You will

receive an hour off for each hour worked. This will be at times agreed with your People Leader.

Where time off in lieu of payment is not taken within four weeks of the accrual, we may pay you for the overtime at the rate it was accrued instead.

Accrued time off in lieu that has not been taken will be paid upon termination of employment at the applicable overtime rates.

32. Stand-by

G1		G2	
PERMANENT		MAXIMUM TERM	
FT	PT	FT	PT

You may be rostered by NAB to be ready to perform work outside your ordinary working hours (i.e. on stand-by) for periods consisting of 24 hours each.

If you're rostered by NAB to be on stand-by, you will receive a single stand-by payment for the 24-hour period. The start time of that 24-hour period will be determined by NAB. You will receive the following payment when you are on stand-by:

Day on which the 24-hour period starts	Payment
Monday to Friday	\$43.20
Saturday, Sunday, <u>RDO</u> and <u>Public Holiday</u>	\$69.55

These rates will be reviewed by NAB annually.

If you are on stand-by you are required to be within a reasonable commuting distance of the workplace and comply with relevant NAB guidelines.

If you're rostered on stand-by, you will be reimbursed standard telephone rental plus reimbursement of business calls at the applicable call rate on production of the relevant telephone account, unless NAB has provided you with a telephone device.

32.1 What if I need to provide phone support?

If you're rostered on stand-by and you're not already working, and you receive a call or notification which requires you to provide support over the phone (without having to access NAB's network or return to the workplace) you will receive overtime under **sub-clause 31.3** paid for a minimum of one hour that commences when support over the phone commences.

32.2 What will I receive when I am recalled to work for unplanned work when I am on stand-by?

If you're on stand-by pursuant to **clause 32** and you're recalled to work to perform unscheduled work (excluding where you provide telephone support only in accordance with **sub-clause 32.1**) then you will receive overtime under **sub-clause 31.3** with a minimum payment of:

Standby starts on	Minimum payment
Monday to Friday	Two hours' work
Saturday, Sunday, <u>RDO</u> and <u>Public Holiday</u>	Four hours' work

If you're recalled to work to perform unscheduled work multiple times in a 24-hour period you are on stand-by, the number of hours worked will be totalled at the end of each calendar day (i.e. 12.00 am to 11.59 pm) and counted towards the applicable minimum payment (including phone support in accordance with **sub-clause 32.1**).

Time spent travelling between home and work (by the most direct route) as a result of being recalled to perform unscheduled work will be counted as time worked.

If you're required to use your own car to travel between home and work as a result of being recalled to work to perform unscheduled work, you will be paid a private vehicle allowance as provided by **sub-clause 5.1 of Appendix B**. If you use a taxi or rideshare, your fares will be reimbursed pursuant to guidelines, calculated on a home to home basis.

33. Shift work

G1		G2	
PERMANENT		MAXIMUM TERM	
FT	PT	FT	PT

33.1 Who works shifts?

NAB has two types of Shift Worker classifications:

- Shift Worker (see this **clause 33**); and
- 12 Hour Shift Workers (see **Appendix C** instead).

This **clause 33** only applies to you if we categorise you as a Shift Worker. This **clause 33** does not apply to 12 Hour Shift Workers.

Your ordinary hours of work will not exceed eight hours per shift or 152 hours in each four week cycle. However, you or a majority of colleagues in a workplace can come to an agreement with NAB to change this.

33.2 What are the different types of shifts and what will I be paid?

The rate of the shift loading paid to a Shift Worker in addition to their Base Pay is:

Shift	When does it apply	Rate of loading (% of <u>Base Pay</u>)
Morning	A shift rostered to start at or after 4.00 am and before 7.00 am.	12.5%
Afternoon	A shift rostered to start before 6.00 pm and finish after 9.00 pm.	20.0%
Night	A shift rostered to start at or after 6.00 pm Monday to Saturday and finish after 9.00 pm.	25.0%
Late Night – Weekday	A shift rostered to start at or after 8.00 pm Monday to Thursday.	27.5%
Late Night – Weekend	A shift rostered to start at or after 6:00 pm Friday, or at or after 6.00 pm Sunday and finish after 9.00 pm.	100.0%

Shift loadings are not cumulative. Where multiple shift loadings could apply at the same time, the highest applicable rate will be paid.

You won't receive the shift loadings in the table on hours where:

- a premium rate is payable under **sub-clause 33.4**; or
- overtime is payable under **clause 31**.

For example, a Shift Worker who works Afternoon shift will be paid their Base Pay plus a 20% shift loading for ordinary hours worked on Friday afternoon and their Base Pay plus a 100% premium rate for any ordinary hours worked on Saturday morning.

If you work at least four consecutive weeks of only Afternoon shift, Night shift, Late Night – Weekday shift, Late Night – Weekend shift, or a combination of those shifts, you will be paid an additional loading of 5% for the ordinary hours worked during that period. This will be paid retrospectively as a lump sum based on your Base Pay.

33.3 What if I am required to work on my RDO?

If you're a full time Shift Worker and you're required to work on your RDO, you will be paid your Base Pay plus a 100% overtime rate (**sub-clause 31.3**) for all hours worked with a minimum payment for four hours.

This payment will not apply if:

- the RDO is rescheduled by agreement to be taken in a subsequent cycle;
- such work is continuous with the start or completion of your ordinary shift; or
- you voluntarily work on a RDO as a result of an arrangement made between you and another colleague with the consent of NAB.

33.4 Am I paid extra if I work on weekends or Public Holidays?

You will be paid a premium rate in addition to your Base Pay for ordinary hours as set out in this table:

Reason for premium rate	Premium rate (% of Base Pay)
Work performed on a Saturday or Sunday	100%
Work performed on a <u>Public Holiday</u>	150%

You do not receive premium rates when you work overtime. If you work overtime on a Saturday, Sunday or Public Holiday you will receive the applicable overtime rate set out in **sub-clause 31.3**.

33.5 Can I swap shifts?

You can choose to swap your rostered shift with another Shift Worker, provided the swap is requested and approved in writing by your People Leader(s).

If you do so, **clause 34** does not apply but you should take into account NAB's expectation that you have at least seven consecutive hours off work (determined from your last shift if you work multiple shifts on a day). If you're unable to have seven consecutive hours off work, you will not be entitled to penalty rates or any period off duty.

33.6 Daylight saving

At any time when clocks are required to be adjusted due to the operation of daylight saving, the length of a shift will be determined by the time on the clock.

33.7 Reimbursement for travel outside of hours

If your shift starts or finishes at a time when a reasonable travel option is not available, NAB will reimburse you for travel to or from your home or accommodation pursuant to NAB guidelines. Reasonable means of travel will include consideration of personal security. Alternatively, you may, with NAB's consent, use your own car and be reimbursed the private vehicle allowance in **sub-clause 5.1 of Appendix B**.

34. Rest period

G1		G2		CASUAL
PERMANENT		MAXIMUM TERM		
FT	PT	FT	PT	

This **clause** does not apply to colleagues who:

- have agreed to work their rostered hours on a given day in two or more separate periods of work;
- are rostered on stand-by and are recalled to work to perform overtime under **clause 32**; or
- colleagues who have arranged shift swaps under **clause 33.5**.

You will get at least 10 consecutive hours' break between finishing work (determined from your last shift if you work multiple shifts on a calendar day) and the start of your next period of work.

If we require you to work without having had 10 consecutive hours off between work on different days, you will be paid at a penalty rate of 100% in addition to your Base Pay until you're released from duty. This penalty rate is not cumulative with any premium rates, overtime rates, or shift loadings that would otherwise apply to those hours.

Once you finish working you may then take 10 hours off work without loss of Base Pay for ordinary hours occurring during such absence.



Section F

Taking time off

Everyone needs to take time off work for a range of different reasons. Whether you need to relax and recharge, recover if you're unwell, or support and care for your loved ones – NAB will help you find that balance. We want an environment where we offer excellence for customers, and we grow together as colleagues. We know this includes support for your lifestyle and wellbeing. The range of leave options we offer is one way we do that.

This Section (clauses 35 to 50) outlines the types of leave available, how much leave you may be entitled to and how you can take your leave.

35. Leave entitlements

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

The following table highlights some of the different leave options you may have at NAB. Your entitlement to any leave will be determined in accordance with the relevant **clause**. We will only approve your leave if you provide the notice and evidence we require. If we do not approve your leave, you are not entitled to take the leave and you will not be paid for the period of leave.

Leave type Your entitlement to these leave types will be determined in accordance with the relevant clause	Clause	Employment Type		Summary of payments (including leave rates and allowances) that may apply to the leave taken. Your entitlement to these payments will be determined in accordance with the relevant payment clause.								
		Full time and part time	Casual	Leave rate (at Base Pay)	Consolidated Allowance (12 Hour Shift Worker)	Higher Duties Allowance	Income Adjustment	Premium Rates & Shift Loadings	District Allowance	Representative Duties	Shift Worker Additional Payment	
												-
Cultural and Religious Observance Leave	45	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✗
Additional Annual Leave	36.1	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✗
Annual Leave	36	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✓
Carer's Leave (Paid)	44	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✗
Carer's Leave (Unpaid)	8.1, 44.5	✓	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗
Compassionate Leave (Paid)	46	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✗
Compassionate Leave (Unpaid)	8.1, 46	✓	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗
Family and Domestic Violence Leave	41	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗
Gender Affirmation Leave (Paid)	39	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✗
Gender Affirmation Leave (Unpaid)	39	✓	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗
Industrial Leave	67	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✗
Lifestyle Leave	47	✓	✗	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Long Service Leave/BEL	38	✓	✗	✓	✗	✗	✓	✗	✗	✓	✓	✗
Parenting Leave (Paid)	40	✓	✗	✓	✗	✗	✓	✗	✗	✓	✓	✗
Parenting Leave (Unpaid)	40	✓	Eligible Casuals ✓ Other casuals ✗	✗	✗	✗	✗	✗	✗	✗	✗	✗

Leave type Your entitlement to these leave types will be determined in accordance with the relevant clause	Clause	Employment Type		Summary of payments (including leave rates and allowances) that may apply to the leave taken. Your entitlement to these payments will be determined in accordance with the relevant payment clause.							
		Full time and part time	Casual	Leave rate (at Base Pay)	Consolidated Allowance (12 Hour Shift Worker)	Higher Duties Allowance	Income Adjustment	Premium Rates & Shift Loadings	District Allowance	Representative Duties	Shift Worker Additional Payment
		-	-	-	Appendix C, 1	Appendix B, 3	57.3	30, 33	Appendix B, 4	Appendix B, 1	36.2
Pre-natal/Pre-adoption leave	40	✓	✗	✓	✓	✓	✓	✗	✓	✓	✗
Prolonged Sick Leave	43	✓	✗	✓*	✓	✗	✓	✗	✓	✓	✗
RDOs	Appendix D	FT ✓ PT ✗	✗	✓	✓	✓	✓	✗	✓	✓	✗
Sick Leave (Paid)	42	✓	✗	✓	✓	✓	✓	✗	✓	✓	✗
Sick Leave (Unpaid)	8.1	✗	✓	✗	✗	✗	✗	✗	✗	✗	✗
TOIL	31.5	✓	✗	✓	✓	✗	✓	✗	✓	✓	✗
You Leave	37	✓	✗	✓	✗	✓	✗	✗	✓	✓	✗
Unpaid Leave	Any, excluding above	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗

*Prolonged Sick Leave is paid with reference to Base Pay, as set out in **sub-clause 43.3**.

Leave entitlements under our [Agreement](#):

- are intended to satisfy any equivalent rights under the [NES](#);
- will not extend, or extend beyond, your period of employment; and
- will only be paid out upon termination of employment if explicitly stated.

36. Annual leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

36.1 How much annual leave do I get?

The amount of annual leave you receive is set out in the table below.

This leave accrues progressively for each year of Service based on your ordinary hours of work and accumulates from year to year. Annual leave accrues during periods of paid leave but does not accrue during periods of unpaid leave.

Entitlement	Full time colleagues	Part time colleagues
Your entitlement	Four weeks of paid annual leave	Full time entitlement pro-rated based on your ordinary hours of work
Additional entitlement if you are:	One week of additional paid annual leave**	Full time entitlement pro-rated based on your ordinary hours of work
<ol style="list-style-type: none"> a <u>24/7 Continuous Shift Worker*</u>; or based for work purposes (as designated by NAB) in a <u>Remote Location</u> for at least six months 		

*Some colleagues who are categorised as Shift Workers or 12 Hour Shift Workers may also be 24/7 Continuous Shift Workers but this depends on the area of the business and the colleague's shift pattern.

** Colleagues who meet both the criteria for additional leave, only receive one week of additional leave, making a maximum total of five weeks' accrual per year.

36.2 What do I get paid while I am on annual leave?

Unless specified otherwise, annual leave is paid at your Base Pay at the time you take the annual leave.

Group 1 – 2 colleagues categorised as Shift Workers will receive a Shift Worker Additional Payment when they take annual leave. While some colleagues may accrue up to five weeks annual leave per year, in all cases, this Shift Worker Additional Payment will be based on an entitlement to four weeks' annual leave (or pro rata equivalent) for any one year's accrual.

The way this Shift Worker Additional Payment is calculated is set out below and depends on when you take annual leave:

For annual leave taken in the period between the start of our <u>Agreement</u> and one day before the <u>Workday Implementation Date</u>	Group 1 – 2 colleagues categorised as <u>Shift Workers</u> will receive a payment that is equal to the total rate of shift loadings and premium rates the colleague would have been entitled to for work performed in ordinary hours and according to the colleague's roster or projected roster (which includes Saturday shifts but excludes public holiday shifts) if the colleague had not proceeded on leave.
For annual leave taken from the <u>Workday Implementation Date</u>	Group 1 – 2 colleagues categorised as <u>Shift Workers</u> will, for each hour of annual leave that they take receive a payment that is equal to the hourly weighted average of the shift loadings and Saturday and Sunday premium rates you received for days worked in the four full pay periods before the pay period in which the leave starts. If you have not worked any days in the four pay periods, then you will not be entitled to any <u>Shift Worker Additional Payment</u> under this sub-clause .

36.3 What if a public holiday falls during my annual leave?

As set out in the NES, if there is a Public Holiday where you're based for work (as designated by NAB) during your leave, that time will not count as annual leave.

36.4 How will my team plan annual leave?

It's important everyone takes time away from work to rest and recharge. Each People Leader will develop an annual leave roster with their teams to give everyone the opportunity to give their preferences for annual leave dates. A People Leader will review subsequent applications in accordance with the rostering process below.

The rostering process may consider:

- balancing business needs with your personal needs, in an environment of trust and cooperation;
- mutual benefit as the fundamental principle for rostering;
- a preference list created by colleagues in the rostering process;
- caring responsibilities;
- community or social responsibilities;
- school holidays;

- colleagues who have had their first preferences met in the previous one or more cycles;
- preferences for travel;
- any planned or proposed shutdown or partial shutdown; and
- other factors which are agreed on.

If all colleague preferences and business preferences can be met, the rostering process is complete.

36.5 What if colleague and business preferences clash or you feel the process is unfair?

If colleague or business preferences clash, the People Leader will discuss alternatives with colleagues. They will explain the reasons for any need to change preferences; such reasons will be more detailed than “there is a business need”.

You and your People Leader will attempt to reach Genuine Agreement on annual leave preferences.

If the process as outlined above is exhausted and Genuine Agreement cannot be reached, People Leaders will nominate annual leave roster times, considering personal circumstances and preferences of colleagues.

If you feel the end result of the annual leave management process has not been fair, you can use the process set out at **clause 73**.

36.6 How much annual leave do I need to take?

You are required to take the full amount of annual leave you accrue each performance year.

If you want to defer some annual leave, you need to make a written request to your People Leader. Your People Leader may only agree to this deferral if they are satisfied it is unreasonable to require you to take the full amount of annual leave. Their response to your request will be in writing and, where agreement to defer is reached, specify the amount of leave being deferred.

Due to risk and regulatory requirements, some areas of the business are required to take blocks of leave pursuant to NAB guidelines.

36.7 Are there any times when I need to take annual leave?

You may need to take annual leave, with four weeks’ notice, if you have an Excessive Leave balance or to meet regulatory requirements. We may give you a direction in accordance with this **sub-clause** in relation to leave accrued both before and during the life of our Agreement. A direction will only be given after discussions between you and your People Leader have failed to reach agreement on when to take the leave.

Each business unit may have one complete or partial shutdown each calendar year. If the shutdown affects you, you will be advised in writing as early as practicable of the need to take leave but at least 12 weeks before the shutdown commences.

36.8 What happens to my annual leave if I leave NAB?

You will be paid an amount in lieu of your accrued but untaken annual leave on termination of your employment. If you have taken leave before it accrues and your employment terminates before you’re able to accrue that amount, you authorise NAB to deduct an equivalent amount from any monies owed to you.

In the event of the death of a colleague, the above amount will be paid to their personal representative or executor of the estate.

36.9 What if I want to be paid my annual leave instead of taking it?

If you have an Excessive Leave balance, you may agree with NAB in writing to convert part of it to cash. We want to make sure you still take a break so you must have at least four weeks’ annual leave accrual after any cash out.

We will pay you the amount you would have been paid had you taken the leave that has been cashed out.

37. You leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

You are eligible for up to an additional week of You Leave in a performance year if you meet the requirements in NAB guidelines. You Leave is leave paid at your Base Pay.

The timing of You Leave taken will be subject to People Leader approval. Unused You Leave does not accumulate from year to year and is not paid out on termination.

38. Long service leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

For the purposes of this **clause 38**, **your service** means the period during which you served NAB under an unbroken contract of employment.

38.1 How much long service leave do I get?

You're entitled to the following amount of long service leave:

- eight and two thirds (8.6667) weeks on completion of 10 years' service with NAB; and
- 0.8667 weeks for each subsequent year of service.

38.2 How do you calculate my period of service?

Where, during the period of your service with NAB:

- you worked on a part time basis;
- your employment status changed from full time to part time employment (or vice versa); or
- your part time hours changed,

your long service leave entitlement will be calculated based on your average ordinary hours worked per week over the period of service.

Your service will not be broken by any of the following circumstances:

- if NAB terminated your employment with the intention of avoiding any obligation in our Agreement (any period of interruption in service due to this reason will count as service);
- where service has been broken and is the subject of an industrial dispute, if you return to employment under terms of settlement of that dispute (any period of interruption in service due to this reason will count as service);

- where service has been broken due to Retrenchment, if you're re-employed by NAB within six months of that Retrenchment;
- where you're re-employed by NAB within two months of your employment being terminated by NAB for any other reason;
- where there has been a change in status from full time to part time employment (or vice versa), provided any gap in service does not exceed one week;
- where there is a NAB-initiated transfer of your employment to or from a related body corporate (as defined in the Corporations Act);
- if you were employed by NAB immediately before you started to serve as a member of the naval, military or air forces of the Commonwealth of Australia (other than as a member of the permanent forces), or as a member of the Civil Construction Corps established under the National Security Act 1939, any period of service as such a member will be treated as your service;
- any period of unpaid parenting leave per occasion taken by you from 1 fwe 2022 will not break your service, up to a maximum of 88 weeks per occasion;
- a period of unpaid parenting leave taken by you from 23 July 2014 will count as service, up to a maximum of 40 weeks per occasion; and
- any period of gender affirmation leave taken by you will not break your service and will count as service for the purpose of this **clause**.

If you have already had the benefit of a long service leave entitlement calculated by reference to a period of service with NAB, this **clause** does not result in that period of service being counted again when calculating your entitlements following any break in service.

38.3 How am I paid for long service leave?

Your rate of pay during a period of long service leave is based on your Base Pay immediately prior to commencing long service leave.

For the purpose of calculating long service leave payments, shift premiums, overtime, premium rates, commissions, bonuses or other allowances payable to you when working will not be included.

Payment will be made in one of the following ways:

- in advance for the whole of the period when you start long service leave;
- as per the usual fortnightly pay cycle; or
- in any other way as agreed between NAB and you.

If your Base Pay changes during the period of long service leave, that change will be effective during your long service leave from the date of the change. If you were paid in advance of the whole period of long service leave, we will adjust your payment to accord with your changed Base Pay upon your return from leave.

38.4 When can I take long service leave?

You're required to take your long service leave as soon as practicable, taking into account business needs and requirements. You may request, and NAB may agree, for you to take all or part of your long service leave based on double the time at half the pay. You may elect to take your long service leave in one period or more with agreement from your People Leader.

The timing, duration and periods of long service leave must be agreed in advance with your People Leader in writing. You and your People Leader will make every endeavour to reach Genuine Agreement on when your long service leave will be taken.

Any agreement between you and your People Leader regarding the taking of long service leave must be recorded.

38.5 Can I be directed to take long service leave?

If you have 15 years' service, and Genuine Agreement on taking long service leave cannot be reached, your People Leader may direct you to take long service leave of up to 15% of your accrued balance by providing eight weeks' notice. Any such direction must be in writing and specify the period of long service leave to be taken and when the long service leave must be taken.

38.6 What happens to my long service leave if I leave NAB?

If your employment is terminated after 10 years, other than for serious and wilful misconduct, any accrued but untaken long service leave, will be paid to you.

In the event of the death of a colleague, any accrued but untaken long service leave to which the colleague was entitled will be paid by NAB calculated as at the date of death of the colleague to the colleague's personal representative or executor of the estate.

39. Gender affirmation leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

We're providing a fair, progressive, and inclusive workplace that empowers colleagues to be their authentic self. We support Trans and Gender Diverse (**TGD**) colleagues to affirm their gender.

You can access up to 12 months' unpaid leave (including up to four weeks' paid leave for full time and part time colleagues) to attend to matters related to your gender affirmation.

Our Gender Affirmation Leave Guideline explains who is eligible and how to apply, as well as providing additional support materials for People Leaders and colleagues as they affirm their gender.

40. Parenting leave and related leave entitlements

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

We appreciate that everyone's families and relationships are different, which is why we provide a variety of parenting leave entitlements that can be accessed by colleagues regardless of their gender or relationship type.

You're entitled to parental leave in accordance with the NES concurrently with parenting leave entitlements under this **clause**. However, this **clause** will not extend the maximum period of available leave under the NES and will be taken to satisfy any entitlements under the NES to the extent possible.

40.1 What are my parenting leave and related leave entitlements?

The following tables set out leave types, eligibility criteria and amount of leave (paid or unpaid) that may be available to you. This is inclusive of LGBTQIA+ families. Other than for casual colleagues, there is no minimum service requirement for the leave types set out in the following tables, and you can take it at any time you're employed by NAB as long as it is in accordance with our Agreement and approved by your People Leader.

Full time and part time colleagues			
Type of leave	Eligibility	Paid leave (paid at Base Pay)	Unpaid leave
Pre-natal and pre-adoption leave for appointments	You or your <u>Partner</u> is pregnant, or a child is being placed with you for a <u>Long-Term Placement</u> .	Up to one week	N/A
Parenting leave	The leave is associated with: <ul style="list-style-type: none"> the birth of your or your <u>Partner</u>'s child; or the placement of a child with you for <u>Long-Term Placement</u>, and you have, or will have, responsibility for care of the child during the leave.	Up to 16 weeks	Up to 88 weeks
Pregnancy loss leave – 20 weeks' gestation or more	Your or your <u>Partner</u> 's pregnancy terminates at or after 20 weeks' gestation, other than by the birth of a living child, or the child is <u>Stillborn</u> or dies within the first 24 months of life.	The same entitlement as parenting leave, above	The same entitlement as parenting leave, above
Pregnancy loss leave – less than 20 weeks' gestation	Your or your <u>Partner</u> 's pregnancy terminates prior to 20 weeks' gestation other than by the birth of a living child.	Up to two weeks	N/A

Casual colleagues			
Type of leave	Eligibility	Paid leave	Unpaid leave
Pre-natal and pre-adoption leave for appointments	N/A	N/A	N/A
Parenting leave	You're an <u>Eligible Casual</u> and the leave is associated with: <ul style="list-style-type: none"> the birth of your or your <u>Partner</u>'s child; or the placement of a child with you for <u>Long-Term Placement</u>, and you have, or will have, responsibility for care of the child during the leave.	N/A	Up to 52 weeks
Pregnancy loss leave – 20 weeks' gestation or more	You're an <u>Eligible Casual</u> and your or your <u>Partner</u> 's pregnancy terminates at or after 20 weeks' gestation.	N/A	Up to 52 weeks
Pregnancy loss leave – less than 20 weeks' gestation	You're a casual colleague and your pregnancy, or the pregnancy of your <u>Partner</u> , terminates prior to 20 weeks' gestation other than by the birth of a living child.	N/A	Up to two days <u>NES</u> compassionate leave

40.2 What are the notice and evidence requirements?

The following table sets out the notice and evidence requirements. If you don't give notice because the birth or placement happens earlier than the expected date or in other compelling circumstances, you won't be in breach of these requirements.

Type of leave	Notice requirements	Evidence requirements
Pre-natal and pre-adoption leave for appointments	You must notify your People Leader as soon as reasonably practicable of when you intend to take pre-natal or pre-adoption leave.	You must provide your People Leader with a medical certificate or other certificate from the appropriate authority or provider.
Parenting leave	You must provide at least 10 weeks' notice of your intention to take parenting leave, including the proposed start and end dates. At least four weeks before the intended start of parenting leave, you must confirm in writing the intended start and end dates of your parenting leave or let <u>NAB</u> know of any changes to those dates unless it is not practicable to do so.	You may be required to provide reasonable evidence of the birth or placement of a child.
Pregnancy loss leave – 20 weeks' gestation or more – less than 20 weeks gestation	N/A	Evidence requirements apply

There is a lot of important information regarding parenting leave set out in the NES. Our equivalent provisions are set out in Appendix G.

40.3 What leave can I take for pre-natal and pre-adoption appointments?

If you're a full time or part time colleague, you will have access to paid leave up to one week of your weekly ordinary hours of work for pre-natal medical appointments per pregnancy, in accordance with this **sub-clause** and the tables in **sub-clause 40.1** and **sub-clause 40.2**.

Equivalent leave arrangements are available if you're involved in Long-Term Placements. If you're involved in Long-Term Placements, the relevant appointments may be with the placement agency, with the child safety agency or with another appropriate authority or provider.

40.4 How much parenting leave can I take?

If you're a full time or part time colleague we provide up to 24 months parenting leave, of which up to 16 weeks is paid, with the balance unpaid. If you're an Eligible Casual colleague we provide up to 12 months' unpaid parenting leave.

40.5 When can I ask to start parenting leave?

If you're eligible, you may start parenting leave:

if you're the birth parent	at any time within six weeks immediately before the expected date of birth
if you're a non-birth parent	immediately following the birth of the child
for a <u>Long-Term Placement</u>	immediately before the time of the placement,

unless you make a different agreement with your People Leader.

You may take the leave:

- in one initial unbroken period at the date of birth or placement and a further unbroken period at a later time wholly within 24 months of the birth or placement;
- in one unbroken period of up to 24 months from the date of birth or placement; or
- another arrangement agreed with us.

Unless otherwise agreed with NAB, you may apply to NAB to change the period of parenting leave (including any flexible parenting leave to be taken in accordance with the NES) on one occasion. Any such change requires at least four weeks' notice prior to the change.

Parenting leave may be taken concurrently by you and your Partner.

40.6 How will I be paid while I am on parenting leave?

You will be paid at your Base Pay for your ordinary hours during the period you take paid parenting leave.

If you're a full time or part time colleague, you may elect to receive payment for parenting leave as:

- continuation of your Base Pay fortnightly pay for up to 16 weeks of your parenting leave; or
- fortnightly pay at 50% of your Base Pay for up to 32 weeks of your parenting leave.

If you're a full time or part time colleague, you may, in addition to paid parenting leave, access any annual leave or long service leave entitlements which you have accrued and are entitled to take, subject to the total period not exceeding 24 months from the date of birth or placement. Doing so will not break the period of parenting leave under **sub-clause 40.5**.

40.7 What happens when I return to work after parenting leave?

Consistent with **clause 3 of Appendix G** and **clause 19**, NAB recognises that flexible work helps colleagues to balance their work and personal commitments when returning to work after parenting leave. Flexible work in these circumstances is encouraged and supported by NAB.

While on parenting leave, you may return to work at any time agreed with NAB, provided you give four weeks' notice of your intention.

You will be entitled to the position which you held immediately before taking parenting leave. If you had transferred to a 'safe job' before taking parenting leave in accordance with **clause 1 of Appendix G**, you will be entitled to return to the position you held immediately before such transfer.

If your previous position no longer exists but a Comparable Position is available, you will be entitled to that position.

On return from parenting leave you will have your Fixed Reward reviewed to ensure the terms of our Agreement have been applied.

You may request to return from a period of parenting leave on a part time basis until your child reaches school age to assist you to balance work and parenting responsibilities. NAB will consider the request having regard to your circumstances and may only refuse the request on reasonable business grounds.

You must make the request in writing as soon as possible prior to the date upon which you're due to return to work from parenting leave. NAB must provide a written response to the request as soon as practicable and not later than 21 days after the request is made.

40.8 What happens to my superannuation contributions while on parenting leave?

NAB will make superannuation contributions for full time and part time colleagues on parenting leave at the statutory percentage of the colleague's Base Pay (capped at the Maximum Contributions Base) for up to two years after the date of birth or placement or commencement of parenting leave, whichever is earlier.

40.9 What happens in case of pregnancy loss at 20 weeks' gestation or more?

The time that the pregnancy terminates, or the time of the Stillbirth or death will be treated as the time of 'birth' for the purposes of your entitlement to parenting leave.

40.10 What happens in case of pregnancy loss at less than 20 weeks' gestation?

If you're a full time or part time colleague, you can take up to two weeks' paid leave at your Base Pay. You may take such leave at such times as agreed with NAB, provided that it is taken within 12 months. This leave is taken to satisfy any entitlement to leave under the NES, including compassionate leave.

If you're a casual colleague, you may take unpaid compassionate leave under the NES.

40.11 How do we accommodate infant feeding in the workplace?

Every reasonable effort will be made to ensure suitable arrangements for lactating colleagues. Allowances for these needs may be made to a colleague's performance targets for this time and may be reflected in personal performance reviews.

41. Family and domestic violence support

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

41.1 What support is available for family or domestic violence?

When a colleague is experiencing family or domestic violence, NAB and People Leaders will:

- provide a sensitive and non-judgmental approach;
- discuss measures to prioritise safety in the workplace and make all reasonable efforts to provide a safe work environment for you;
- provide you with access to MyCoach for support in relation to the issues;
- contact Health Safety and Wellbeing for advice and assistance; and
- where practicable, work with you to grant reasonable leave and adjust work schedules or location if required.

41.2 How can we support your Workplace Safety?

When assisting a colleague who is experiencing Family and Domestic Violence, the People Leader may contact the Health, Safety and Wellbeing team and should consider what changes, if any, could be made in their workplace to make them less vulnerable to any Family and Domestic Violence. They should also consult with Security Services where appropriate.

If someone is at risk of physical harm, the People Leader must discuss this with the Health, Safety and Wellbeing team and take reasonable measures to ensure their safety.

Information concerning matters of Family and Domestic Violence will be treated confidentially by the People Leader and the Health Safety Wellbeing team and will only be divulged if required by law, to allow NAB to comply with its obligations (including under our Agreement) or to maintain the safety of the colleague or any other person.

NAB will not discriminate against anyone who has been subjected to Family and Domestic Violence, in terms of their existing employment or career development. We understand that Family and Domestic Violence can occur in relationships of all types.

41.3 Can I take paid Family and Domestic Violence leave?

You can use paid Family and Domestic Violence leave, pursuant to NAB guidelines if you're:

- experiencing Family and Domestic Violence;
- engaging in Family and Domestic Violence and need support in addressing your behaviours; or
- providing support to Immediate Family who is experiencing or engaging in Family and Domestic Violence.

In addition to the 10 days' paid leave entitlement under the NES, we may provide additional paid leave based on your situation in consultation with you. You may need to produce evidence to support the need for Family and Domestic Violence leave such as a medical certificate, a document issued by the police service or a court or a statutory declaration.

42. Sick leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

42.1 How much paid sick leave do I receive?

If you're a full time or part time colleague, you will progressively accrue 12 days' paid sick leave per year of Service (pro-rated for part time colleagues) based on your ordinary hours of work.

Paid sick leave accumulates from year to year. Unused sick leave is not paid on termination of your employment.

42.2 What do I get paid while I'm on sick leave?

Sick leave will be paid at your Base Pay.

Sick leave taken in the period between the start of our Agreement until one day before the Workday Implementation Date will be deducted from your balance in accordance with sub-clause 45.6 of the NAB Enterprise Agreement 2016. Sick leave taken from the Workday Implementation Date will be deducted from your balance based on the actual ordinary hours taken off.

42.3 When can I take sick leave?

You should take sick leave if you cannot work because you're ill or injured.

You may take up to two days of paid sick leave per year to attend Preventative and Planned Health appointments (provided you meet the requirements in **sub-clause 42.7**).

42.4 What do I need to do to take sick leave?

You're encouraged to talk to your People Leader about your condition, illness or injury so they can support you.

If you're unable to attend work due to illness or injury, you must contact your People Leader prior to or at the normal starting time on the day of absence or as soon as practicable (which may be a time after the start of sick leave). You should advise the estimated period of the absence if you can.

At the time of the notification of an absence, your People Leader may ask, and you will need to provide, a medical certificate for your expected absence if your absence:

- exceeds two consecutive days;
- exceeds four working days in a 12 month period;
- occurs either side of a weekend or Public Holiday; or
- after consultation with you, your People Leader remains concerned that your absence relates to a pattern of absences or is otherwise unexplained or unreasonable in the circumstances.

If you don't provide a medical certificate or other reasonable evidence, the leave will be unpaid.

You must record your absence in NAB's system as soon as possible. If your injury or illness is work related, an incident report must be submitted.

42.5 Can I take leave for menstruation and menopause symptoms?

NAB supports colleagues who are experiencing discomfort due to menopause or menstruation. Colleagues are encouraged to discuss their experience with their People Leader if they wish to agree any alternative working arrangements or conditions that may assist or provide comfort while the colleague is experiencing symptoms related to menstruation or menopause.

Full time and part time colleagues experiencing symptoms of menstruation and/or menopause who are unable to work may access sick leave in accordance with this **clause 42**.

42.6 Can I take leave for mental health concerns?

NAB recognises the importance of maintaining mental health and wellbeing of colleagues at work and in their personal lives.

Full time and part time colleagues experiencing mental health concerns who are unable to work may access sick leave in accordance with this **clause 42**. Colleagues' Planned and Preventative Health leave may be used to attend scheduled appointments to improve their mental health.

42.7 What are the evidence and contact requirements for Preventative and Planned Health appointments?

The use of sick leave for Preventative and Planned Health appointments is conditional on you:

- discussing your intention to take sick leave for a Preventative and Planned Health appointment with your People Leader to find a mutually convenient time for it;
- notifying your People Leader as soon as reasonably practical and no less than two weeks in advance of the date, time and expected duration of the Preventative and Planned Health appointment; and
- supplying a satisfactory medical certificate from the registered medical practitioner or a satisfactory statutory declaration, if requested by your People Leader or other person authorised by NAB.

43. Prolonged sick leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

43.1 In what circumstances will prolonged sick leave be considered?

We may approve (or cease) prolonged sick leave in addition to paid sick leave at the complete discretion of your People Leader in consultation with their own People Leader.

You will be considered for prolonged sick leave if you:

- have a prolonged personal illness or injury;
- have exhausted your accrued sick leave; and
- are not receiving workers' compensation or temporary disability payments.

43.2 What requirements must I meet before I can be approved for prolonged sick leave?

Before you can be approved for prolonged sick leave you must comply with the following requirements:

- provide evidence, including a medical certificate from a doctor, as to the nature of the illness or injury if asked by NAB;
- participate in an examination by an independent medical practitioner at NAB's expense if reasonably asked by NAB;
- participate in an appropriate return to work program, devised in consultation with a medical practitioner, if asked by NAB; and
- if reasonable in the circumstances, have applied for temporary disability payments through a relevant superannuation fund.

43.3 What will I be paid if I take approved prolonged sick leave?

You will be paid 100% of Base Pay for the first four consecutive weeks of the prolonged sick leave period and 75% of Base Pay for up to a maximum of an additional eight consecutive weeks (or 11 months for colleagues covered by the EDA prior to 27 February 2006).

44. Carer's leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

44.1 When can I take carer's leave?

You can take carer's leave if you cannot work because a member of your Immediate Family or household requires your care or support because of:

- a personal illness or injury;
- an unexpected emergency;
- short notice disruptions to child care arrangements; or
- other unforeseen circumstances.

44.2 How much paid carer's leave do I get?

You can have up to 10 days of paid carer's leave per calendar year (pro-rated for part time colleagues).

Carer's leave does not accumulate from year to year. Any untaken carer's leave is not paid on termination of your employment.

If you have exhausted your paid carer's leave balance, you may:

- request additional paid carer's leave. In making this decision your People Leader will consider the urgency of the need for you to provide further care, any exceptional circumstances and the need for compassion; or
- access your accrued sick leave for the purpose of carer's leave.

44.3 What do I get paid while I'm on carer's leave?

Paid carer's leave will be paid at Base Pay.

44.4 What do I need to tell my People Leader?

You must contact your People Leader prior to or at the normal starting time on the day of absence on carer's leave, or as soon as practical, including how long you expect to be absent for.

We may ask you to provide evidence of your need for carer's leave, including evidence that the illness or injury of the person concerned requires your support or care.

In most circumstances, you must not take carer's leave where another person has taken leave to provide support or care for the same person.

44.5 When can I take unpaid carer's leave?

You can take two days of unpaid carer's leave each time a member of your Immediate Family or household requires your care or support because of the circumstances specified in **sub-clause 44.1** (each a **Permissible Occasion** for the purposes of this **sub-clause**).

You may take unpaid carer's leave for a particular Permissible Occasion for a single continuous period of up to two days or any separate periods with our agreement.

You cannot take unpaid carer’s leave during a particular period if you could instead take paid carer’s leave or accrued sick leave (excluding prolonged sick leave).

You must comply with the evidence and notice requirements at **sub-clause 44.4**.

45. Cultural observance leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

NAB recognises the importance for Aboriginal and Torres Strait Islander colleagues of fulfilling cultural or ceremonial obligations in accordance with traditional customs and laws.

If you identify as Aboriginal and/or Torres Strait Islander, you may access cultural and religious observance leave (including up to three days’ paid leave for full time and part time colleagues each year) pursuant to NAB guidelines.

46. Compassionate leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

46.1 When can I take compassionate leave?

You can take two days’ compassionate leave each time a member of your Immediate Family or household:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a serious threat to their life; or
- dies.

(each a **Permissible Occasion**).

You may take this leave:

- to spend time with the member of your Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- after the death of the member of your Immediate Family or household.

You may take compassionate leave for a particular Permissible Occasion as:

- a single continuous two day period;
- two separate periods of one day each; or
- any separate periods to which you and NAB agree.

If the Permissible Occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, you may take compassionate leave at any time while the illness or injury persists.

46.2 Do I get paid during compassionate leave?

If you’re a full time or part time colleague, you will be paid at your Base Pay during a period of compassionate leave. If you’re a casual colleague, you will not be paid during a period of compassionate leave.

46.3 What else do I need to know?

At our discretion we may also give you additional compassionate leave (either paid or unpaid).

If asked, you must give NAB evidence that would satisfy a reasonable person that the leave is taken for a Permissible Occasion in circumstances specified in **sub-clause 46.1**.

46.4 Can I use compassionate leave for Sorry Business?

We recognise the cultural importance of Sorry Business for our Aboriginal and Torres Strait Islander community.

If you identify as Aboriginal and/or Torres Strait Islander and a Sorry Business Family Member develops a life-threatening illness, sustains a life-threatening injury or passes away, you can access compassionate leave for this purpose.

47. Lifestyle leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

If you're a full time or part time colleague and we agree, you can request to purchase (through applicable deductions) between two and 12 weeks' lifestyle leave in a year. You can find more information about lifestyle leave on the intranet.

48. Leave of absence

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

If you're a full time or part time colleague, you may apply for unpaid leave of up to 12 months. You must have at least 12 months' Service immediately prior to taking the leave. We may also grant you an extension beyond 12 months' unpaid leave.

We can agree to change a period of leave of absence. An authorised leave of absence does not break your Service, but is not counted in calculating your period of Service for any purpose.

When you return from a leave of absence of 12 months or less, you will be entitled to a role at your previous Fixed Reward, but not necessarily the same position you previously held.

49. Bank extended leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

If you have an entitlement to Bank Extended Leave (BEL), you may elect in writing to convert part or all of your entitlement to BEL, into cash.

50. Public holidays

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

50.1 What Public Holidays are there?

Different Public Holidays are declared or prescribed in each State, Territory and locality. The declared or prescribed Public Holiday will only apply to you if you are based for work in that State, Territory or locality (as designated by NAB).

Public Holidays observed nationally include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Christmas Day and Boxing Day.

50.2 What if the State, Territory or locality in which I work substitutes a day for any of the Public Holidays?

The substitute day will be the Public Holiday for the purposes of entitlements under our Agreement.

50.3 Can my team or I swap a Public Holiday for another day?

As an individual, you may make a request to swap another day for a Public Holiday referred to above.

As a team, you may, with the consent of a majority of affected colleagues, request to swap another day for a Public Holiday referred to above.

If your People Leader agrees to the above request and this arrangement is appropriately recorded, the swapped day will be the Public Holiday for the purposes of entitlements under our Agreement and the NES. If this occurs you must take your swapped day as time off or make a subsequent request to swap that day for another day.

50.4 What if I am not required to work on a Public Holiday?

You will be paid your Base Pay for your ordinary hours that day.

50.5 What if I am needed to work on a Public Holiday?

If any colleague is needed to work on a Public Holiday, the following process will apply:

- your People Leader will request volunteers first;
- if there are not enough volunteers, your People Leader will request selected colleagues to work on the Public Holiday;
- in making this selection, your People Leader will, where appropriate, start with anyone who was not rostered on previous Public Holidays), and if that is not sufficient then request other colleagues to work on the Public Holiday; and
- you may refuse the request to work on a Public Holiday if the request is not reasonable or the refusal of the request is reasonable. If your refusal is not reasonable, then NAB may require you to work on the Public Holiday.

In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following will be considered, along with any other relevant matter:

- the nature of the workplace or enterprise (including its operational requirements), and the nature of work performed by you;
- your personal circumstances, including family responsibilities;
- whether you could reasonably expect that NAB might request you to work on the Public Holiday;
- whether you're entitled to receive overtime payments, premium rates or other compensation for, or a level of remuneration that reflects the expectation of, work on the Public Holiday;
- your type of employment (e.g. full time, part time, Maximum term employment, Shift Worker or Weekend Worker); and
- the amount of notice given in advance of the Public Holiday (both from NAB's work request or your refusal).

50.6 What am I paid if I work on a Public Holiday?

If you're a colleague in Group 1 – 2, you will be paid at the applicable Public Holiday premium or overtime rate set out in **sub-clauses 30.1, 31.3 or 33.4** for the hours you work on a Public Holiday.

50.7 What if I work a compressed work week or am a weekend worker?

If you're a Compressed Week Worker or Weekend Worker, and a Public Holiday falls on a weekday you're not rostered to work, we will pay you 7.6 hours of your Base Pay.



Section G

Working together

An inclusive and diverse workplace works better for everyone. A place where you feel respected and valued for who you are, where you know you can speak up and be fairly treated, and where we all share a sense of belonging. This is the type of environment where we grow together, and it's what NAB is constantly working to build.

We encourage growth and development through our leadership practices and we enable colleagues to be clear, capable and motivated to perform. We take a structured approach to performance and development. You'll know exactly what's expected of you and where to focus. Where you need extra support, we'll provide you with access to coaching and training to assist you in meeting your goals.

51. Investing in the success of our Aboriginal and Torres Strait Islander colleagues

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

We're building our organisational understanding of Aboriginal and Torres Strait Islander Peoples and our shared history. In valuing, listening to and investing in the voice and culture of our First Nations colleagues, we can create more employment opportunities for Aboriginal and Torres Strait Islanders, and a culturally safe and inclusive workplace for all.

At NAB, we value a work environment where our Aboriginal and Torres Strait Islander colleagues can thrive and where it is safe to discuss cultural needs and matters. Not only are we investing in building the capabilities of our leaders, but we are also ensuring our Aboriginal and Torres Strait Islander colleagues know they can access FSU representation in the workplace if there is ever the need for extra support or guidance.

52. Learning and development opportunities

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

52.1 Individual development

You're responsible for and encouraged to take charge of your own development, and People Leaders are responsible for encouraging and supporting your development. You're also expected to have a development plan.

52.2 Career development

NAB will provide access to career navigation tools and information to you and encourage career discussions between you and your People Leader. Career navigation tools describe typical roles and the responsibilities, core skills and competencies attached to each role, and prescribed and/or desirable training/qualification.

52.3 External study

If you're a full time or part time colleague, you can apply for either leave-only study assistance or full study assistance pursuant to NAB guidelines. Both forms of assistance are subject to NAB's approval pursuant to NAB guidelines.

Where leave-only study assistance is approved, you're entitled to up to two days of leave for each unit of approved study. We will ensure that adequate staffing arrangements will be made to allow you to attend agreed lectures and examinations.

53. Performance measurement

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

You will have clear performance objectives, as appropriate, that are agreed between you and NAB. We will explain how these performance objectives:

- relate to organisational strategy;
- are to be set and agreed;
- are to be measured; and
- can be achieved within normal working hours (considering any relevant local factors, including those at **sub-clause 27.2**).

53.1 What tools are available for People Leaders?

We will develop a simple and integrated set of tools for People Leaders to use in performance conversations and provide education for you and People Leaders on the Performance Framework. These will be in line with our leadership practices and our How We Work behaviours.

53.2 How can we help you meet your performance objectives?

If you have difficulty meeting your objectives, you may be provided with additional training, coaching and, if appropriate, time management assistance. If you have agreed sales objectives, we will, where necessary, provide access to regular sales coaching and training.

53.3 When can your performance objectives be adjusted?

If you show that meeting your objectives is negatively impacted by a lack of relief or because you have had a significant period of absence during the performance assessment period, then your performance objectives may be adjusted.

53.4 What if we disagree on your performance objectives?

If a matter relating to your performance objectives cannot be satisfactorily resolved, you may use the process at **clause 73**.



Section H

Change at work

Change is part of any healthy business. To continue serving customers well, we need to be prepared to evolve and adapt. This may include change that affects you directly. We understand how personal this impact can be and our leadership practices and How We Work behaviours will guide our consultation with you when major change is required.

54. Major change

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

NAB will consult with you (or your representative if nominated) where we have made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on you.

Significant effects include:

- termination of employment;
- major changes in the composition, operation or size of our workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer to other work locations; and
- the restructuring of jobs.

54.1 What are the principles for major change at work?

NAB, together with the FSU, are committed to the following principles when there is major change at work:

- maximising redeployment opportunities for you;
- minimising Retrenchments;
- minimising forced Retrenchments; and
- matching your preferences as far as possible with business unit needs.

54.2 What can I expect when there is a major change at work?

If a major change is likely to have significant effects on you, as soon as we reasonably can after the decision is made to introduce the change, we will:

- consult with you (or a representative of your choice, such as the FSU) about the change, the effect the change is likely to have on you and how we might avert or mitigate the adverse effects of the changes on you;

- give you all relevant information in writing, except for confidential information the disclosure of which would be contrary to NAB's interests; and
- promptly consider any matter you raise.

54.3 When will we consult with the FSU?

As soon as we reasonably can after a decision is made to introduce major change, we will also provide the relevant information to the FSU if the change involves:

- a net reduction of more than five FTE of roles currently occupied by Permanent colleagues; or
- a branch closure (regardless of the number of colleagues impacted by the closure).

54.4 What is the relevant information we will share?

The relevant information we will share with you (**sub-clause 54.2**) or the FSU (**sub-clause 54.3**) will include:

- name of business unit;
- roles affected;
- locations of roles affected;
- number of contractors (if any) working in the impacted area;
- timelines (where known); and
- selection processes.

We will give you and the FSU a genuine opportunity to influence the outcome within the timelines. Any consultation period will involve a minimum of five business days and a maximum of 15 business days, depending on the size and complexity (as determined by NAB).

54.5 When can I appoint a representative?

You can appoint a representative of your choice at any stage of the consultation process. If you want to do this, let your People Leader know as soon as possible so that we can include your representative in the process.

We will support engagement between you and your representative through communication, meeting and related facilities so that everyone can get to a resolution efficiently.

55. Redundancy

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

If your role is made Redundant, we will let you know in writing and you will be placed On Deployment unless:

- you're immediately appointed or deployed to a Comparable Position;
- you're immediately appointed or deployed to an Acceptable Position; or
- together we agree that Retrenchment will occur immediately.

Unless you agree to an immediate Retrenchment with us, if your position is made Redundant while on Extended Leave (excluding parenting leave) or secondment, you can elect to either commence On Deployment:

- immediately; or
- when you return from Extended Leave or secondment.

Nothing in our Agreement prevents NAB and you from agreeing to a Retrenchment at any time.

56. On deployment

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

56.1 How long is my on deployment period?

You may agree an On Deployment period with us.

Where we do not reach agreement, the length will be determined by NAB (including any extensions), taking into account your personal circumstances. We will also consider matters like the availability of suitable positions, proximity to suitable positions, and transferability of skill sets.

56.2 What will my duties be while I am On Deployment?

While On Deployment, your duties will be:

- consistent with your skills and experience; and

- at a location which is within reasonable commuting distance or from home, at our direction.

56.3 What happens during my On Deployment period?

Once On Deployment, you're expected to actively seek other job opportunities within NAB and participate in the deployment process.

We will ensure:

- the deployment process is effectively resourced;
- you'll continue to have reasonable access to training and development which may assist with your redeployment;
- you'll have access to appropriate job search tools;
- while On Deployment you'll be provided with reasonable time for job search activities; and
- we consider suitably qualified colleagues On Deployment before other candidates.

You'll be allocated a Transition Coach who will help you find new opportunities at NAB and to monitor your progress. The Transition Coach will have contact with you weekly or as otherwise agreed with you, to actively assist and support you.

56.4 Can my On Deployment period be paused?

You'll have your On Deployment period paused if you go on leave and it will recommence when you return to work.

Unless otherwise agreed with you, you'll have your On Deployment paused if you accept a secondment position and it will recommence when your secondment ends.

57. Comparable and acceptable positions

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

57.1 What if I'm deployed to a Comparable Position?

When you're On Deployment, we may deploy you to a Comparable Position.

If you don't accept deployment to a Comparable Position and you're retrenched, you will not be entitled to a Retrenchment Payment (**sub-clause 58.5**) or reimbursement for vocational education or training (**sub-clause 58.7**). However, you will be entitled to the benefits in **sub-clause 58.6**.

The process of identifying a Comparable Position is not designed to limit your skills. It is designed to maintain, enhance or broaden your principal skills to support us.

57.2 What if I'm deployed to an Acceptable Position?

We may offer you Deployment to an Acceptable Position for a trial period of eight weeks. We will decide whether an offer to deploy you to an Acceptable Position is made. Where we think an Acceptable Position trial should occur, you must not unreasonably refuse. While the trial takes place:

- your On Deployment period will be paused;
- you and your Transition Coach/People Leader will meet weekly to discuss your progress on the trial. In the final week of the trial, you will meet again to discuss whether you'll be appointed to the Acceptable Position; and
- at the end of it, you or NAB may decide that the Acceptable Position is unsuitable. If that happens, you will return to On Deployment, or we can agree that you will be retrenched.

If you're deployed to an Acceptable Position:

That ...	Then...
has a lower <u>Base Pay</u> without any change to the number of ordinary hours of work	you will keep your existing <u>Base Pay</u> , and any future increases will be those that apply to the new role.
has additional home to work and work to home travel costs	we will reimburse you for any additional home to work and work to home travel costs which arise from your deployment to an <u>Acceptable Position</u> .
involves you changing where you live (where this is notified to, and agreed by <u>NAB</u>)	you may either: <ul style="list-style-type: none"> • accept the relocation payment and forfeit the trial period; or • postpone the relocation payment until after you're appointed to the new position. <u>We</u> will cover the actual cost of reasonable accommodation, food, drink and incidentals for the trial period.

57.3 In what circumstances will my income be adjusted if I'm deployed to an Acceptable Position?

From the start of our Agreement and one day before the Workday Implementation Date, the income adjustment provision in sub-clause 55.13 of the NAB Enterprise Agreement 2016 will continue to apply. From the Workday Implementation Date, the below will apply.

This **sub-clause 57.3** applies where deployment to an Acceptable Position results in:

- your Base Pay being reduced due to a reduction in ordinary hours of work; or
- a change in your roster resulting in your Eligible Earnings being reduced or removed.

This **sub-clause 57.3** does not apply if you accept the Acceptable Position at least six months before you start in that role.

For the purposes of this **sub-clause 57.3**:

- **Eligible Earnings** means a colleague's Base Pay, consolidated allowance, shift loadings, regular overtime (for workers contracted to work a specific

number of hours more than an average of 38 ordinary hours per week) and Saturday or Sunday premium rates.

- **New Fortnightly Earnings** means a colleague’s fortnightly Eligible Earnings in the new role.
- **Previous Fortnightly Earnings** means a colleague’s fortnightly average Eligible Earnings in the previous role.

You’re entitled to income adjustment for a period of six months (including any trial period).

For each fortnight during the income adjustment period where your Previous Fortnightly Earnings exceed your New Fortnightly Earnings, you will be paid an amount equal to the difference as an income adjustment allowance. This allowance will be paid on paid leave but not on unpaid leave.

If your employment is terminated (including due to Retrenchment) while receiving income adjustment under this **sub-clause**, any Retrenchment and leave entitlements on termination are calculated based on the Base Pay of your previous role.

57.4 Will my Base Pay be reduced if my role is changed?

If your role is changed in part or in full resulting in it being reclassified to a lower Group, you will not receive any reduction in your Base Pay while you’re in that job.

58. Retrenchment

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

58.1 When can I be retrenched?

Where your role is Redundant, we may retrench you if:

- you express an interest in Retrenchment and we agree to this at any time;
- we agree with you that there is no reasonable prospect of deployment;
- any agreed On Deployment period has expired and you have not secured another role; or
- where there is no agreed On Deployment period, we have made all reasonable attempts to deploy you to another role.

It is NAB’s decision to retrench. We will consider:

- wherever possible, using natural attrition and restricting external recruitment to the affected business unit; and
- the availability of other suitable roles, your skills and experience, whether any applications (with realistic chance of success) are pending, and any relevant appropriate training that has been provided.

Subject to this **sub-clause 58.1**, if you have a realistic prospect of being appointed to a role, you may request in writing to suspend your Retrenchment date until you get an outcome. We will not unreasonably withhold a decision to suspend the date of Retrenchment.

58.2 How do we select for Retrenchment?

We will select and make the final decision about which colleagues will be retrenched.

When selection for Retrenchment is necessary, we will take into account:

- your preference;
- ability to perform duties;
- need to retain skills; and
- any other relevant factors we identify.

58.3 How much notice will I receive if I am retrenched?

We will give you six weeks’ written notice of the Retrenchment date. We will decide whether this period will be worked out or paid in lieu either in whole or in part and will advise you in writing.

If at your election, you end your employment during the notice period or don’t work out any part of the notice period, you will still receive your Retrenchment Payment and other benefits in **sub-clause 58.6** but will not be paid for any notice you did not work.

58.4 Will I get any time off during my notice period to attend job interviews?

You’ll get one paid day off per week to attend job interviews provided you show appropriate evidence.

58.5 What will my Retrenchment Payment be?

If you have at least one year of Service, you will be paid a lump sum Retrenchment Payment in full and final settlement of all claims of additional notice, retrenchment pay (including NES redundancy payments) or any other similar payment on termination.

The lump sum Retrenchment Payment is based on your Service (which must be at least one year), and will be the greater of \$10,000 or the following amount:

- seven weeks' Base Pay for your first year of Service;
- plus three weeks Base Pay for every subsequent year of Service.

For example:

Four years' Service = 16 weeks' Base Pay

10 years' Service = 34 weeks' Base Pay.

You will get a pro rata payment for each completed month in your final part year of Service.

Your Retrenchment Payment is capped at 35 years of Service, which equals 109 weeks' Base Pay (unless you were previously covered by the EDA).

Your Retrenchment Payment will be calculated on a proportionate basis to take into account the periods of Service during which you worked full time and part time (or changed part time hours).

58.6 What other benefits will I receive if I am retrenched?

If you're retrenched, we will also give you the following Retrenchment Benefits:

- pay you any accrued but untaken annual leave (which is a statutory entitlement on termination), including any Shift Worker Additional Payment that may apply to that annual leave;
- pay you an amount equivalent to untaken long service leave on a pro rata basis if you have at least five years' service;
- provide you with concessional credit card facilities for nine months;
- if you're a Group 1 colleague with an eligible concessional loan, enable you to retain the concessional loan for a period of nine months from the

termination of your employment, or be paid out a lump sum equivalent to the concessional benefit;

- provide you with retired colleagues' benefits where you have more than 25 years' Service or 15 years' Service if you're over the age of 55;
- provide you with career transition services to the appropriate level or a similar amount paid towards the costs of vocational education or training in accordance with **sub-clause 58.7**; and
- pay travel and relocation benefits back to your home (pursuant to NAB guidelines) if you moved because of a NAB initiated transfer. You must let NAB know you intend to relocate prior to your Retrenchment and you must relocate within six months of your Retrenchment date.

58.7 Will I receive any help to find another job?

You can request, within 26 weeks of your Retrenchment date, that we reimburse you for vocational education or training to an amount similar to the cost of career transition services pursuant to NAB guidelines. We will not unreasonably refuse this request.

You need to start the vocational education or training course within six months of leaving us.

Your request for reimbursement must be accompanied by:

- evidence that the vocational education or training will be provided by an accredited organisation we approve; and
- evidence of the cost of the vocational education or training.

After receiving an invoice and receipt of payment from you, we will pay you for the vocational education or training course.

We will not:

- be required to provide you with career transition services if we agree to your request to be reimbursed for vocational education or training;
- consider your request if you have refused a Comparable Position; or
- consider your request if you have already accessed career transition services.

59. Selling part of the business or outsourcing

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

If we decide to sell the part of the business you work in or outsource a particular business function or operation to another employer (referred to as a ‘transfer of business’), you may be offered a role with the buyer of the business (**Buyer**) or the business that will do the work in the future (**Supplier**).

This **clause** applies if you’re offered a position by the Buyer or Supplier. If you’re not offered a position with the Buyer or Supplier and we no longer need your position, **clauses 55 to 58** apply.

59.1 What if I am offered a role with a buyer or supplier?

If you’re offered a role by the Buyer or Supplier that is **no less favourable** than your current role, you will not receive any payments or benefits in this **Section H**.

If you’re offered a role by the Buyer or Supplier that is **less favourable** than your current role and you accept that offer, you will receive a Transitional Retrenchment Payment (if you have at least one year’s Service) when your employment with NAB ends. If you reject that offer, **clauses 55 to 58** apply except that you will not be entitled to a Retrenchment Payment.

59.2 When is a position less favourable?

Terms and conditions will be **less favourable** if, when considered on an overall basis, there is a reduction in your entitlements.

59.3 What is a Transitional Retrenchment Payment?

A Transitional Retrenchment Payment is based on your Service (and pro-rated for each completed month in your final part year of Service) and is in full settlement of all claims for notice, retrenchment pay (including NES redundancy pay) or any similar payment due on termination. The formula for determining your Transitional Retrenchment Payment:

- six weeks’ Base Pay for your first year of Service;
- plus two weeks’ Base Pay for every subsequent year of Service;
- plus one week of Base Pay for every year of Service between 21 and 28 years inclusive.

For example:

7 years’ Service = 18 weeks’ Base Pay

24 years’ Service = 56 weeks’ Base Pay

Your Transitional Retrenchment Payment is capped at 28 years of Service, which equals 68 weeks’ Base Pay.

Your Transitional Retrenchment Payment will be calculated on a proportionate basis to take into account the periods of Service during which you worked full time and part time (or changed part time hours).

60. Offshoring

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

We will only Offshore in line with the NAB Group Outsourcing Policy and fair international workforce standards. We will review these standards in the light of relevant International Labour Organisation (ILO) standards during the course of the Agreement.

If your role is made Redundant as a direct result of Offshoring, and Retrenchments are considered unavoidable by us, we will:

- call for and consider voluntary Retrenchments before resorting to compulsory Retrenchments; and
- apply the change at work provisions contained in this **Section**.

Following implementation of an Offshoring initiative, NAB will give the FSU information about how NAB has matched your and your colleagues’ preferences.



Section I

Leaving NAB

This Section (clauses 61 to 63) explains how much notice is needed before your employment with NAB ends; how you can transition to retirement and how the Corporations Act may impact termination benefits.

61. Terminating your employment

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

61.1 What is my notice period?

To end your employment, you or NAB must give at least the following amount of written notice:

Period of Service	Minimum period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

If we are giving notice and you're over 45 years of age at the time we give you notice and you have not less than two years' Service, you'll get an additional week's notice.

You or NAB may be required to give a greater period of notice where a greater period is provided for in your contract of employment.

If you do not provide the minimum notice, we may withhold monies due to you to a maximum amount equal to the amount reflecting the period of notice not given you would have received under **sub-clause 61.1** and you authorise NAB to deduct that amount.

We are not required to give you notice if:

- your employment is being terminated because of serious misconduct;
- you're a Maximum Term colleague or trainee and your agreement or contract expires;
- you're a casual colleague; or
- we give you notice under **sub-clause 58.3**.

61.2 What about pay instead of notice?

We can pay you in lieu of notice for part or all of your notice period.

The required amount of payment in lieu of notice must equal or exceed the amount you would have received if your employment had continued until the end of the notice period.

61.3 Can I have time off to look for another job?

If NAB gives notice of termination to you, you can have up to one paid day off to look for other work. The time off should be taken at times that are convenient to you in agreement with us.

61.4 What if I joined NAB in a transfer of business situation?

In accordance with the Act, you will not be entitled to notice of termination or payment in lieu of notice for any period of service for which notice has already been given to you or paid for.

62. Transition to retirement

G1	G2	G3	G4	G5	G6
PERMANENT					
FT	PT				

If you let NAB know you intend to genuinely retire from the workforce in the next four years, you can request a retirement transition arrangement with us. We want to help make your transition to retirement as smooth as possible and will support reasonable requests to do so. For approved retirement transition arrangements, we will even waive our right to direct you to take long service leave under **sub-clause 38.5** for up to two years to assist you in this transition.

There are many flexible working practices contained in our Agreement which can assist in the transition to retirement. These include:

- reduced working hours;
- Job Sharing;
- hybrid work; and
- off-site work.

In addition, with your People Leader's approval, you can also:

- use accrued BEL or long service leave to reduce your working week but retain your previous employment status as you transition to retirement; or
- be appointed to a lower role (post-transition role), while retaining the Base Pay from your pre-transition role for the purpose of calculating long service leave and BEL entitlements, where applicable. If your Base Pay in the post-transition role becomes higher than the pre-transition role it will be used to calculate such entitlements.

63. Termination payments where Corporations Act applies

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

This **clause** applies to all termination benefits to which the Corporations Act applies.

63.1 Is NAB required to provide termination payments under the Corporations Act?

Notwithstanding any provision of our Agreement, NAB is not required to pay or provide, or procure the payment or provision, of any payment or benefit to you which is not permitted by the provisions of the Corporations Act as amended from time to time, including Chapter 2E or Part 2D.2 Division 2, in the absence of shareholder approval.

Any payment or benefit to be provided to you must be reduced to ensure compliance with **sub-clause 63.1**. In the event of overpayment to you, you must, on receiving written notice from the Company Secretary (or his or her nominee), immediately repay any monies or benefits specified in such notice to ensure compliance with **sub-clause 63.1**.

There is no obligation on NAB to seek or obtain shareholder approval where **sub-clause 63.1** applies.



Section J

Union relationship

The FSU plays an important and valued role in representing colleague interests. We want to work cooperatively with the FSU to ensure we continue to have a productive and efficient workplace. If differences arise, we'll endeavour to work collaboratively and in good faith to find a resolution.

64. Relationship

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

NAB recognises that the FSU is the relevant union to represent your industrial interests. NAB and the FSU recognise the need to work together to make our Agreement work for you, in your relationship with us.

65. Information sharing

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

You can access our Agreement at any time on our intranet. You can contact the FSU using our phone email or internet facilities, access the FSU's website and use a notice board to communicate authorised FSU information.

We will ensure that FSU Representatives have reasonable time and access to the facilities they need to carry out their FSU Representative duties (including for union bargaining, dispute or any other industrial purposes).

66. Training leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

If you're an FSU representative or hold an honorary official position in the FSU, you will get up to five days paid leave each calendar year to attend training courses conducted or approved by the FSU. You may accumulate up to 10 days if we agree.

66.1 What conditions apply?

The FSU must submit your application for leave in writing at least four weeks prior to the course (or sooner if we agree) and contain the following details:

- the period of leave sought; and
- the description and content of the course to be attended.

We don't have to grant leave for each course to two or more colleagues from the same workplace unless it can make appropriate staffing arrangements for remaining colleagues.

We will endeavour to make appropriate staffing arrangements in accordance with **clause 28** and will not use it to avoid its obligations.

You must have at least six months Service with NAB before being able to access training leave under this **clause**.

We support the Anna Stewart Memorial Project training program and agree to allow paid leave for a maximum of five FSU representatives per annum Australia-wide to participate in a two week program.

We will consider suggestions made by the FSU to facilitate access to training courses for part time and rural based colleagues.

66.2 What if I am part time?

If you're a part time colleague and you attend training on a day you're not rostered to work, we will agree to a temporary change to your roster to enable you to attend training and you will be paid your Base Pay for that day.

66.3 What about expenses?

We will not be liable for any additional expenses associated with your attendance at a course.

66.4 Are there any other requirements?

NAB may require you to provide proof of attendance at a course before payment is made for the period of leave.

67. Industrial leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

If you hold an honorary official position in the FSU, you're entitled to reasonable paid leave as part of that position to attend FSU meetings.

The FSU will notify NAB in writing (via letter) within the first two months of each calendar year (or as soon as practicable following that time), of the honorary official positions held by which colleagues and the potential time required of them that year.

For the purposes of this **clause 67**, honorary official positions in the FSU are:

- National Executive Member;
- National Congress Delegate;
- Enterprise Campaign Committee Member;
- Industry Campaign Committee Member;
- Community Campaign Committee Member; and
- Emerging Group Committee Member.

68. Right of entry

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

In accordance with the right of entry provisions of the Act, a FSU official who holds an entry permit may enter NAB premises during working hours for the purposes provided for in the Act.

You will not be subjected to a detriment for meeting with a FSU official.

A FSU official may also enter NAB premises on other legitimate FSU business not prohibited by the Act, other than for a purpose contemplated by Part 3-4 of the Act.

69. Representatives

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

The FSU may appoint at least one Representative in each workplace.

On receiving written notice from the FSU that you have been appointed as a FSU Representative, we recognise that you're authorised by the FSU to:

- discuss with FSU members or people eligible to be FSU members, matters directly concerning the work they perform;
- discuss with an accredited FSU official matters raised by members;
- receive instructions from the FSU about performance of Representative duties; and
- discuss with NAB's representative, matters raised by members concerning their employment.

As an accredited FSU Representative, you have the right to reasonable access to telephone, post, photocopying and e-mail facilities for the purpose of carrying out work as a Representative and consulting with other NAB colleagues and the FSU.

You will be allowed the time necessary for the above functions, within reason. Appropriate adjustment may be made to your performance targets and reviews for this time.

If you're a FSU Representative, you will ensure that, within reason, there is no disruption or hindrance to colleagues' work being performed, including your own.

You must advise your People Leader when you're performing Representative duties.

Appointment as a FSU Representative remains in force while you're employed at the workplace unless the authority is rescinded by the FSU.

If a colleague requires assistance from you as an FSU Representative, you will be given reasonable time to assist them. We will endeavour to provide a colleague with at least 24 hours' notice of any proposed meeting.

70. Access to inductions

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

The FSU will have access to induction courses convened by NAB for new colleagues. We will advise the FSU as far as possible in advance of the date of induction courses.

During the induction, the FSU Organiser may distribute application forms and relevant literature.

71. Provision of people policies

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

We will provide a copy of our people policies to the FSU on request.

72. Joint consultation

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

We will meet with the appropriate FSU Representatives following a reasonable request by either party to discuss important matters relevant to the workplace.

These joint meetings may include:

- the provision of information on workplace issues, including trends and ideas for the retraining and future proofing of workers in the sector;
- discussion, exploration and consideration of development and change initiatives within NAB including the impact on colleagues; and
- the opportunity to make recommendations to key business leaders/decision makers regarding change initiatives within NAB.

Key business leaders will attend and participate as necessary.



Section K

Resolving issues

From time to time, we may have differences of opinion. If differences arise, we'll work collaboratively and in good faith to find a resolution.

73. Resolving issues

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

73.1 What are the steps to resolve issues?

If there is a dispute or grievance about any matters arising under this [Agreement](#) or in relation to the [NES](#), the following process must be followed:

Step one - The issue will be raised with your immediate People Leader who will attempt to resolve the matter.

Step two - If the matter is not resolved, or discussion with your immediate People Leader is not appropriate, you or your People Leader may raise it with your People Leader's manager.

Step three - If the matter is still not resolved and you would like to escalate it, it can be referred to the appropriate [FSU](#) official or other representative and the head of your business unit.

Step four - If the dispute remains unresolved, the National Office of [FSU](#) or other representative will refer it to our Employee Relations team.

Step five - If no agreement is reached at this stage, the issue may be referred to the [FWC](#) for conciliation.

Step six - If conciliation does not resolve the matter, then it may be referred to the [FWC](#) for arbitration.

73.2 Can the [FSU](#) assist me in this process?



To make local resolution easier, if you're a member of the [FSU](#), you may seek the assistance of your [FSU](#) Representative at any step in this process. A [FSU](#) member may contact the [FSU](#) for assistance, guidance and representation at any stage during this process.

73.3 What happens at work when the dispute is ongoing?

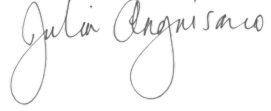
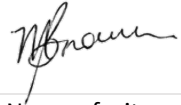
Without prejudice to any party involved in a dispute, work will continue as normal during the dispute process.

Any dispute under the NAB Enterprise Agreement 2016, or the [NES](#), that is unresolved at the date of start of our [Agreement](#) will be progressed under this **clause 73**.

Signed for and on behalf of **NAB**:

Signature of authorised representative 
Name of duly authorised representative Michelle McHugh
Address of authorised representative 395 Bourke St, Melbourne, Victoria, 3000
Authority to sign Head of Industrial Relations
Date 21 August 2023
Signature of witness 
Name of witness Alexandra Varipatis

Signed for and on behalf of the **Finance Sector Union of Australia**:

Signature of authorised representative 
Name of duly authorised representative Julia Angrisano
Address of authorised representative 341 Queen St, Melbourne, Victoria, 3000
Authority to sign National Secretary Authorised under rule 61 of the Finance Sector Union's rules to sign industrial agreements
Date 23 August 2023
Signature of witness 
Name of witness Melissa Brown

Appendix A: Group minimum pay rates

G1		G2		G3	
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

The below Group Minimum Pay Rates apply and are not affected by any conduct outcome you may receive.

Group Minimum Pay Rate

	From the first full pay period in January 2024		
	Fixed Reward	Base Pay (equivalent)	Notional hourly rate of Base Pay (equivalent)
Group 1	\$67,500	\$60,810.81	\$30.69
Group 2	\$89,000	\$80,180.18	\$40.47
Group 3	\$111,500	\$100,450.45	\$50.70

What happens in subsequent years?

The Group Minimum Pay Rates for Groups 1 – 3 will be determined by NAB annually. Any increases to the Group Minimum Pay Rates will be communicated to colleagues and the FSU and effective from the first full pay period of January of the subsequent year.

Appendix B: Allowances and reimbursements

1. Representative duties allowance

G1	G2	G3	G4	
PERMANENT		MAXIMUM TERM		
FT	PT	FT	PT	

You'll get an allowance of \$50 per fortnight that you're qualified and required by NAB to perform the duties of a nominated:

- Health and Safety Representative; or
- First Aid Officer.

The allowance will apply to eligible part time colleagues on a pro-rata basis. The fortnightly allowance is based on the colleague remaining eligible during each fortnight and will be pro-rated accordingly. The allowance will be paid during periods of paid leave but not be paid during periods of unpaid leave (including lifestyle leave).

First Aid Officers will need to be on NAB premises for at least three out of every five days they are rostered to work to be eligible for the allowance.

NAB will determine the number of First Aid Officers and Health Safety Representatives required, in accordance with relevant legislation.

Colleagues are only entitled to one payment under this clause even if they are performing both roles.

2. Meal allowance

G1	G2			
PERMANENT		MAXIMUM TERM		CASUAL
FT	PT	FT	PT	

Non- Shift Workers	Shift Workers
<p>If you're required to work:</p> <ol style="list-style-type: none"> 1. for more than 10 hours (exclusive of meal breaks) on any normal working day (including Saturdays and Sundays if such days form part of your ordinary hours of work); or 2. more than five hours (exclusive of meal breaks) on a <u>Public Holiday</u> or a day that is not a normal working day, <p>you will receive a meal allowance of \$31.55.</p> <p>If you continue working on that day for another five hours (excluding meal breaks) you will be paid an additional meal allowance.</p>	<p>If you're required to work overtime for more than one hour after the completion of a shift, you will receive a meal allowance of \$31.55.</p>

All meal allowance payments are in addition to any overtime or premium rate payments. A meal allowance will not be paid if:

- NAB provides you with a meal; or
- NAB reimburses you for the cost of a meal.

3. Higher duties

G1	G2	G3		
PERMANENT		MAXIMUM TERM		CASUAL
FT	PT	FT	PT	

3.1 What do I get when acting in a higher Group role?

If you're asked to temporarily act in a role in a higher Group for a whole day or more while remaining in your substantive role, you will receive:

- an allowance of 2.5% calculated on your Base Pay for the acting period; or
- an allowance equal to the difference between your Base Pay and the Base Pay based on the Group Minimum Pay Rate applicable to the higher duty role for the acting period, whichever is higher.

The higher duties allowance is a standalone allowance that is paid in addition to your Base Pay. This means that any premium rates, overtime and loadings are calculated using the Base Pay for your substantive role.

The higher duties allowance is paid on paid leave, excluding prolonged sick leave, parenting leave, long service leave, and bank extended leave. The higher duties allowance is not paid on unpaid leave, including lifestyle leave.

3.2 What do I get when I am on secondment?

We may agree to a secondment when you step into a role in a higher Group Classification for a longer term. This **clause** does not apply to secondments. If you are on secondment to a role in a higher Group Classification, for the duration of that secondment you will be classified as a colleague of the higher Group Classification for the purpose of our Agreement.

4. District allowance

G1	G2	G3	G4		
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

4.1 Who is eligible for district allowance?

A district allowance is payable for some colleagues who work in branches in remote areas. You're entitled to a district allowance while:

- you're a full time or part time colleague in Group 1 – 4; and
- you permanently work at a branch NAB lists as 'Outer Regional', 'Remote' or 'Very Remote'.

NAB will update its list of branches maintained in line with the Australian Bureau of Statistics' published Remoteness Areas. NAB will let the FSU and colleagues know when updates occur.

4.2 What is the amount of district allowance paid?

The district allowance rates for eligible full time colleagues at the start of this Agreement are tabled below.

District	Fortnightly allowance where the transfer is approved as initiated by <u>NAB</u>	Fortnightly allowance for all other eligible colleagues
Outer Regional	\$32	\$12
Remote	\$84	\$32
Very Remote	\$167	\$63

If you're an eligible colleague, you will be paid the 'Fortnightly allowance for all other eligible colleagues' based on your assigned workplace location. If you believe you're entitled to the 'Fortnightly allowance where the transfer is approved as initiated by NAB' rate, you will need to make a claim and obtain approval before that rate is applied.

The fortnightly allowance is based on the colleague remaining eligible for the duration of the fortnight and will be pro-rated accordingly.

The district allowance applies to eligible part time colleagues on a pro-rata basis.

The allowance will be paid during periods of paid leave, but not during periods of unpaid leave (including lifestyle leave).

You may be asked to confirm and update your location status annually. If you do not confirm or update your location, then you may lose your entitlement to the district allowance.

5. When you're asked to travel for work

G1	G2	G3	G4	
PERMANENT		MAXIMUM TERM		CASUAL
FT	PT	FT	PT	

If we ask you to travel, NAB will pay for or reimburse you for reasonable and necessary travel costs pursuant to NAB guidelines.

5.1 Private vehicle allowance

If you're:

- required by NAB to use your private vehicle in the performance of duties; or
- a part time colleague working under the same contract of employment at more than one NAB location,

you may claim private vehicle allowance pursuant to NAB guidelines.

Colleagues will be paid the allowance based on actual kilometres travelled.

5.2 Leave in lieu of travelling time

This **sub-clause 5.2** only applies to Permanent and Maximum Term colleagues in Groups 1 – 2.

If NAB asks you to travel during the times stated below (other than your normal travel to or from your normal workplace) you're entitled:

- to be paid the equivalent leave entitlement at Base Pay, when it is agreed with NAB and claimed within four weeks of entitlement; or
- to take leave as shown in the table below in addition to any other leave prescribed by this Agreement.

If you work a standard roster and you're asked to travel...	Your leave entitlement for travelling on your "own" time will be...
On a <u>RDO</u> or on a day other than a normal working day	Equivalent number of days' leave
<ul style="list-style-type: none"> After 1.30pm on a <u>Public Holiday</u>; Between 6.30pm on a full normal working day and 8.00am on the following day where travel time exceeds four hours; or Before 8am on a working day immediately following a non-working day where travel time is more than 4 hours 	One day's leave
<ul style="list-style-type: none"> Between 6.30pm on a full normal working day and 8.00am on the following day where travel time exceeds two hours but is less than four hours Before 8.00am on a working day immediately following a non-working day where travel is between 2-4 hours 	One half-day's leave

You cannot claim leave under this **sub-clause** in respect of travel which meets two or more of the above situations within a 24 hour period.

In calculating this time, your journey will have ended when you get back to your home, as long as you go straight there. If you don't choose to travel the most efficient route, you will be entitled to the additional leave, but only based on the time involved in taking the most efficient route.

6. When you're asked to relocate or work elsewhere

G1	G2	G3	G4	
PERMANENT				
FT	PT			

6.1 When does this clause apply?

This **clause** only applies to Permanent colleagues. This **clause** does not apply if the transfer is at your request. In these circumstances, whether they apply is up to NAB.

If NAB would like to transfer your role to somewhere that means you have to relocate, we will give you at least four weeks' notice and pay for or reimburse you for reasonable costs below pursuant to NAB guidelines.

6.2 Paying for accommodation and a temporary place to live

If you are relocating, we will cover all reasonable travel costs pursuant to [NAB](#) guidelines. This includes travel costs for your [Immediate Family](#), where your [Immediate Family](#) need to relocate with you (although not necessarily at the same time).

[NAB](#) will cover up to seven nights reasonable temporary accommodation for you and your [Immediate Family](#) (if they need to come with you) while you find somewhere long-term to live.

If you need more than seven nights temporary accommodation, you can get payments under [NAB](#)'s rental assistance guidelines for up to an additional 11 weeks.

The term temporary accommodation means a self-contained room/apartment, not staying with your friends or family.

6.3 Your furniture and belongings

[NAB](#) will cover your costs for packing, moving, insuring and storing your furniture and other belongings pursuant to [NAB](#) guidelines.

If you fully furnish your own home (including leased residence):

- you will have an allowance of at least \$992.25 to cover incidental costs connected to the move; and
- if your [Immediate Family](#) need to come with you in the move, an extra minimum allowance of \$992.25 will be paid to you.

If you move into a home furnished by [NAB](#):

- you will have allowance of at least \$543.83 to cover incidental costs connected to the move; and
- if your [Immediate Family](#) need to come with you in the move, an extra minimum allowance of \$543.83 will be paid to you.

No allowance under this **sub-clause** is payable when you're setting up a first home.

If you live somewhere arranged by [NAB](#) because of a move we asked you to make and are required to leave that place during your appointment for reasons beyond your control, we may agree to reimburse you additional costs and pay you an additional allowance under this **clause**.

6.4 Bringing you home

[NAB](#) will, pursuant to [NAB](#) guidelines, cover any reasonable costs to move you home from the new location if you retire or are retrenched (but not if you resign).

Appendix C: 12 hour shifts

This Appendix applies to all colleagues categorised by NAB as 12 Hour Shift Workers in Operations.

1. Consolidated allowance

You will receive an allowance of 40% of your Base Pay on ordinary hours worked by you (capped at 40% of the Group Minimum Pay Rate for Group 2). This allowance will also be paid during periods of paid leave (except long service leave, BEL, you leave and parenting leave). This allowance is paid in lieu of:

- shift loadings;
- all premium rates;
- meal allowance;
- the End of Year Payment/Transition Arrangement in Appendix E; and
- the Shift Worker Additional Payment.

2. Breaks

You will in each 12 hour shift be entitled to a 30 minute unpaid meal break at the end of each five hours, plus two additional 15 minute breaks in each shift.

3. Annual leave

You can take up to 10 single days annual leave per annum by agreement with your manager/People Leader.

If you're a 24/7 Continuous Shift Worker, you will be granted additional annual leave in accordance with **sub-clause 36.1**.

4. Leave entitlements

All leave entitlements will be converted to hours and apply on the basis that a day is 11.5 hours rather than 7.6.

5. Rostered days off (RDOs)

If you're eligible to participate in the RDO scheme in accordance with Appendix D, RDOs will be provided to you with necessary changes to reflect your specific 12 hour shift pattern. A schedule of RDOs will be developed for each team.

This schedule may only be altered by agreement between the eligible colleague and People Leader. If an eligible colleague agrees with their People Leader to work on an RDO, they are entitled to the applicable overtime rate in **sub-clause 31.3**, with a minimum payment for four hours' work.

6. Overtime

Overtime will be avoided wherever possible. If it's necessary, it will only be worked with your agreement.

You're required to have a minimum 10 hour break between working shifts, other than by agreement.

7. Christmas Day/Good Friday

NAB will provide a minimum staffing structure on Christmas Day and the Easter period and do what we can to help colleagues rostered on those Public Holidays to otherwise spend time with their families where this is requested.

If you're required to work on Christmas Day or during the Easter period, we will endeavour to avoid requiring you to do so again the following year.

8. Travel

If you feel you need a taxi or rideshare home because of the fatigue from a 12 hour shift, you may apply in writing to your People Leader. Appropriate arrangements will not be unreasonably withheld.

Appendix D: Rostered days off

1. RDO eligibility

All Group 1 - 2 colleagues employed by NAB prior to the start of this Agreement may participate in the RDO scheme, subject to meeting the eligibility requirements below.

Colleagues who started employment after the start of this Agreement are not covered by this **Appendix D** and will not be eligible to participate in the RDO scheme. Information about Individual Flexibility Arrangements will be provided as part of the onboarding process for full time colleagues in Groups 1 – 2.

Full time colleagues in Groups 1 – 2 are eligible to participate in the RDO scheme, unless:

- they have elected to work a 38-hour week without an RDO; or
- they work in a business unit or part of a business unit that work a pattern of 152 hours per four week cycle without an RDO.

The following colleagues are not eligible to participate in the RDO scheme:

- part time or casual colleagues; and
- colleagues in Group 3 and above (or colleagues seconded to a Group 3 role for the duration of the secondment).

2. RDO operation

G1	G2		
PERMANENT		MAXIMUM TERM	
FT		FT	

Eligible full time colleagues will be entitled to take one RDO during the course of each four week cycle. You and your People Leader can agree to change your RDO at any time, but you will not be entitled to any penalties or loadings because of the change. RDOs will accrue by 24 minutes for each day worked and will become due after the accumulation of seven hours 36 minutes. RDOs will be taken as determined by NAB and, where possible, on a regular basis.

In order to meet operational requirements of NAB and/or special circumstances applicable to you, RDOs may also be, by agreement:

- deferred until the next four week cycle;
- taken as two part day absences within the four week cycle in which the RDO accrued;
- be cashed out for payment in lieu at Base Pay; or
- at Remote Locations, accumulated to a maximum of five days, with it then being your election to take the accumulated days together or to have them added to annual leave.

If you, on a day you would have ordinarily been required to work, have a day off due to one of the following events, you will be regarded as having worked that day:

- a Public Holiday;
- jury service; or
- leave in lieu of travel.

You will lose your entitlement to an RDO on each occasion where you have accumulated absences from work to a total of 20 working days, except where absences have been due to the events listed above.

A cash equivalent at Base Pay will be paid to you for any accrued but untaken RDO credits when:

- your employment is terminated; or
- you move to a role that is not eligible for RDOs, excluding secondments.

We may similarly, at our discretion, pay to you a cash equivalent at Base Pay for any accrued but untaken RDO credits that are in excess of 5 days.

When your employment terminates and you have taken an RDO that has not fully accrued (due to absences or the point in the four week cycle), you authorise NAB to deduct from your final pay an amount that is equivalent to the RDO provided that was not accrued.

3. RDO management

G1	G2		
PERMANENT		MAXIMUM TERM	
FT		FT	

Where you receive RDOs under **clause 2** of this **Appendix D**, you can request in writing to cash out your RDOs at Base Pay, which we may agree to. If you have already opted to cash out your RDOs in your previous role, you may choose to continue with that agreement. Alternatively, you and your People Leader may agree to work a 38 hour week without an RDO.

We will not engage colleagues on a part time basis in order to avoid the entitlement to RDOs.

Appendix E: End of year payment and transition arrangements

Who does this appendix apply to?

This Appendix applies to full time and part time colleagues in Groups 1-3 who are not categorised as Shift Workers or 12 Hour Shift Workers.

Clause 1 of this **Appendix** applies to Group 1 – 3 colleagues.

Clause 2 of this **Appendix** applies to Group 1 – 2 colleagues only.

Clause 3 of this **Appendix** applies to Group 3 colleagues employed immediately prior to the start of the Agreement only.

1. Definitions

- **ABS Cap** is the average weekly total earnings of all male employees published by the Australian Bureau of Statistics for the month of May in the calendar year immediately preceding the calendar year in which the payment is made, divided by 38, expressed as an hourly rate.
- **FFPP** means the first full pay period.

2. End of year payments

G1	G2		
PERMANENT		MAXIMUM TERM	
FT	PT	FT	PT

2.1 Additional Definitions

For the purpose of this clause:

- **Capped Hourly Rate** means your notional hourly rate of Base Pay paid to you at the end date of the Relevant Period, up to the ABS Cap.
- **Leave Accrual** is the total number of annual leave hours accrued by you throughout the Relevant Period as an eligible colleague in Group 1 – 2, capped at 152 hours each year (pro-rated for the portion of the Relevant Period in which you were an eligible colleague).
- **Relevant Period** is either the First Period, the Second Period or the Third Period, as the case may be (see **sub-clause 2.3** below)

2.2 Formula

End of Year Payment (\$) = Capped Hourly Rate x Leave Accrual x 17.5%

2.3 Relevant periods

The **First Period** is the period commencing on the start of this Agreement and ending one day before the start of the FFPP in October 2024.

The **Second Period** is the period commencing on the FFPP in October 2024 and ending one day before the start of the FFPP in October 2025.

The **Third Period** is the period commencing on the FFPP in October 2025 and ending one day before the start of the FFPP in October 2026.

2.4 End of Year Payments for Relevant Periods

What	Who	How and When
First Payment	<p>Colleagues who:</p> <ul style="list-style-type: none"> were employed as an eligible Group 1 – 2 at any time during the First Period; and are still employed by <u>NAB</u> as at the end of the First Period. 	The First Payment is calculated using the formula in sub-clause 2.2 of this Appendix and will be payable within two months after the end of the First Period.
Second Payment	<p>Colleagues who:</p> <ul style="list-style-type: none"> were employed as an eligible Group 1 – 2 at any time during the Second Period; and are still employed by <u>NAB</u> as at the end of the Second Period. 	The Second Payment is calculated using the formula in sub-clause 2.2 of this Appendix and will be payable within two months after the end of the Second Period.
Third Payment	<p>Colleagues who:</p> <ul style="list-style-type: none"> were employed as an eligible Group 1 – 2 at any time during the Third Period; and are still employed by <u>NAB</u> as at the end of the Third Period. 	The Third Payment is calculated using the formula in sub-clause 2.2 of this Appendix and will be payable within two months after the end of the Third Period.

3. Group 3 transition arrangement

		G3		
PERMANENT		MAXIMUM TERM		
FT	PT	FT	PT	

3.1 Additional Definitions

For the purpose of this clause:

- Cycle Hours** are your agreed number of ordinary hours that you're required to work over a four week cycle immediately prior to the start of the Agreement.
- Capped Hourly Rate** means your notional hourly rate of Base Pay paid to you at the start of the Agreement, up to the applicable ABS Cap.

3.2 Formula

Base Pay Increase (\$) = Capped Hourly Rate x Cycle Hours x 17.5%

3.3 Increase to Base Pay

Colleagues in Group 3 employed immediately prior to the start of our Agreement will receive a one-time increase to their **Base Pay**, effective from the start of our Agreement.

The one-time increase to Base Pay referred to in this **clause** is the amount calculated using the formula in **sub-clause 3.2** of this **Appendix**. Once a colleague receives an increase to their Base Pay pursuant to this **clause**, they will not receive an increase pursuant to this **clause** again.

Appendix F: Group structure

Group	Group Definition	Example of Jobs
Group 6	<p>Generally referred to as an 'Executive', this cohort of colleagues covers the following generally understood industry titles:</p> <p>EGM – Translates the strategy of the business into functional effectiveness. Provides overall direction to Business Unit or Divisional Area to ensure development and delivery of objectives and initiatives within parameters set by Board/CEO/Group Exec.</p> <p>GM – Determines and drives the objectives and priorities for a business area or function that is integrated across the enterprise consistent with overall longer term functional or business strategies. Responsible for developing and implementing policies, programs and directives.</p>	Executive General Manager/ General Manager/ Domain Lead
Group 5	<p>Thinks broadly within defined strategies and policies to meet business needs. Adapts and determines new solutions.</p> <p>These roles have the scope to adapt the budgets, policies and procedures within broadly defined parameters.</p> <p>These roles may deliver and manage the operational requirements or outcomes of a team that is integrated across the Enterprise to agreed metrics/objectives.</p>	Head of/ Senior Manager/ Domain Orchestration Lead/ Lead Domain Architect
Group 4	<p>Manages a function or collection of related activities to achieve identified objectives.</p> <p>Colleagues in this Group would be expected to provide advice for a variety of diverse tasks or problems based on the application of judgment in their area of expertise/responsibility.</p>	Manager/ Senior Consultant/ Subdomain Orchestration Lead/ Delivery Lead/ Product Owner
Group 3	<p>Applies specialist knowledge and experience to understand, influence and advise internal and/or external clients.</p> <p>Functions including the use of discretion/delegation and authority may be carried out within clearly defined policies, principles and specific objectives and may include People Leadership roles with leadership accountability for a team, or teams, of colleagues.</p> <p>Colleagues are responsible for the delivery of work but accountability may sit at a higher Group.</p>	Lead/ Consultant/ Senior Analyst
Group 2	<p>Group 2 colleagues require a more extensive range of skills and knowledge than in Group 1.</p> <p>Colleagues are responsible for work which is performed within established routines, methods and procedures and may include supervisory responsibility for a team of colleagues.</p>	Team Leader/ Analyst/ Associate
Group 1	<p>This Group covers all operational roles involving application of standard procedures in administrative, operational and customer service areas.</p> <p>Colleagues may be required to exercise limited discretion within clearly defined limits and employer established guidelines.</p>	Team Member/ Advisor/ Officer

Appendix G: NES equivalent provisions

1. Transfer to a safe job

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

If you're pregnant and you continue to work within the six-week period immediately before the expected date of birth, NAB may require you to provide a medical certificate stating you're fit to perform your normal duties.

If:

- you provide reasonable medical evidence that you're fit for work, but also that it is inadvisable for you to continue in your present position during a stated period (the **risk period**) because of illness or risks arising out of your pregnancy or hazards connected with the position; and
- there is an appropriate safe job available,

then NAB must transfer you to that job for the risk period, with no other change to your terms and conditions of employment.

An appropriate safe job is one that has the same ordinary hours of work or other agreed ordinary hours of work.

If you're transferred to an appropriate safe job for the risk period, NAB must continue to pay you your full rate of pay (for the position you were in before the transfer) for the hours that you work in the risk period.

If your pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

2. No safe job available

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM			
FT	PT	FT	PT		

If:

- **clause 1** applies to you but there is no appropriate safe job available;
- you will be entitled to take parenting leave;
- you are a full time or part time colleague; and
- you have complied with the notice and evidence requirements of **sub-clause 40.2** for taking parenting leave,

then you are entitled to paid no safe job leave for the risk period.

If you take paid no safe job leave for the risk period, NAB will pay your usual Base Pay for your ordinary hours of work in the risk period.

If you're on paid no safe job leave within 6 weeks of the expected date of birth of the child, NAB may ask you to give NAB a medical certificate stating whether you're fit for work.

NAB may require you to take a period of unpaid parenting leave as soon as practicable if:

- you do not give NAB the requested certificate within 7 days after the request; or
- within 7 days after the request, you give NAB a certificate stating that you're not fit for work.

When the period of unpaid leave starts, your entitlement to paid no safe job leave ends.

NAB will adhere to the NES and relevant State and Territory legislation with respect to entitlements for casual colleagues.

3. Flexible parenting leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

You may take parenting leave as flexible parenting leave in accordance with the NES.

4. Communication during parenting leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

If you're on parenting leave and a definite decision has been made to introduce change at the workplace, NAB will take reasonable steps to:

- make information available in relation to any significant effect the change will have on the status or responsibility level of the position you held before starting parenting leave; and
- provide an opportunity for you to discuss any significant effect the change will have on the status or responsibility level of the position you held before commencing parenting leave.

You will take reasonable steps to inform NAB about any significant matter that will affect your decision regarding the duration of parenting leave to be taken, whether you intend to return to work and whether you intend to request to return to work on a part time basis.

You will also notify NAB in writing of changes of address or other contact details which might affect NAB's capacity to comply with **sub-clause 54.2**.

5. Replacement colleagues

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

A replacement colleague is a colleague specifically engaged or temporarily promoted or transferred, as a result of a colleague proceeding on parenting leave.

Before NAB engages a replacement colleague, NAB must inform them of the temporary nature of the employment and of the rights of the colleague being replaced to return to work.

6. Special parenting leave

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

If you suffer illness related to your pregnancy and you're not then on parenting leave, then you can take further unpaid special parenting leave on top of any paid sick leave you're entitled to. This must be as a registered medical practitioner certifies necessary.

7. Keeping in touch days

G1	G2	G3	G4	G5	G6
PERMANENT		MAXIMUM TERM		CASUAL	
FT	PT	FT	PT		

The provisions of the NES as amended from time to time as they relate to 'Keeping in Touch Days' will be a term of this Agreement.

Appendix H: Dictionary

Term	Meaning
Acceptable Position	A position which is not a <u>Comparable Position</u> .
Act	The Fair Work Act 2009 (Cth) as amended from time to time (including the <u>NES</u>).
Agreement	The NAB Enterprise Agreement 2024.
Award	The Banking Finance and Insurance Award 2020.
Bank Extended Leave (BEL)	The Bank Extended Leave provisions that currently apply to <u>NAB</u> colleagues who were employed prior to 1 June 1998.
Base Pay	The annual base salary (or its hourly rate equivalent) excluding compulsory employer superannuation contributions and any form of premium rates, overtime rates, loadings, allowances or incentive payments. The term Base Pay has replaced the former term 'Total Remuneration Package' or 'TRP'.
Comparable Position	A position which: <ul style="list-style-type: none"> • is above or at the same <u>Fixed Reward</u> as the position you held which was made <u>Redundant</u>; • fills the same number of hours per four week cycle; • does not include an unreasonable change of duties given your skills, ability, previous work experience and the training required to fulfill the role; • does not involve an unreasonable change in daily start and finishing times (to be determined based on factors including your personal circumstances); and • is at the same location, or at another reasonable location (to be determined by reference to factors including your duties and responsibilities, family responsibilities and historical use of private and public transport) or can be performed from home.
Compressed Week Worker	Is a full time colleague in Group 1 – 5 who has their ordinary hours rostered across weekdays only but is not rostered to work 5 days Monday-Friday each week.
24/7 Continuous Shift Worker	A colleague employed in a part of <u>NAB</u> where shifts are continuously rostered 24 hours per day for seven days per week, who is regularly rostered to work those shifts, and who regularly works on Sundays and <u>Public Holidays</u> . These colleagues are shift workers for the purpose of the additional week of annual leave provided for in the <u>NES</u> . <u>NAB</u> considers a colleague who works 34 Sundays and 6 public holidays (or pro rata for a part-time employee) in a year to be regularly working Sundays and <u>Public Holidays</u> .
Corporations Act	The Corporations Act 2001 (Cth).
EDA	The Wealth Management Enterprise Development Agreement 2003 -2005.

Term	Meaning
Eligible Casual	Is a casual colleague who: <ul style="list-style-type: none"> • is employed by <u>NAB</u> on a regular and systematic basis during a period of at least 12 months prior to the date or expected date of birth or placement of the child; and • but for the birth, <u>Long-Term Placement</u> or the taking of a period of parenting leave, has a reasonable expectation of ongoing employment.
Employment Types	Are the employment types outlined in clauses 4 - 8 of this <u>Agreement</u> .
Excessive Leave	An accrual of 30 days annual leave or more.
Extended Leave	Any approved leave over three months.
Family and Domestic Violence	Violent, threatening or other abusive behaviour by a member of the colleague's <u>Immediate Family</u> (or a person related to the colleague according to Aboriginal or Torres Strait Islander kinship rules (Close Relative) that seeks to coerce or control the colleague and causes the colleague harm or to be fearful. Includes LGBTQIA+ families and relationships.
Fixed Reward	<u>Base Pay</u> plus compulsory employer superannuation contributions pursuant to clause 15 . Fixed Reward is the figure used for pay comparisons against the external market. The term Fixed Reward has replaced the former term 'Total Employment Compensation' or 'TEC'.
FSU	Finance Sector Union of Australia
FWC	Fair Work Commission
Genuine Agreement	Agreement reached after considering the needs of the business and the colleague's personal needs. Genuine Agreement is achieved through discussion and negotiation and does not involve coercion.
Group Classification	The Group Classification that is assigned to the colleague by <u>NAB</u> . A reference to 'Group' in the <u>Agreement</u> means the relevant Group Classification at Appendix F .
Group Minimum Pay Rate	The applicable minimum <u>Fixed Reward</u> for Groups 1 – 3 as set out in Appendix A .
High Income Threshold	The high income threshold amount is communicated by the Fair Work Commission from time to time plus compulsory employer superannuation guarantee contributions on that amount. The High Income Threshold from 1 July 2023 is equivalent to a <u>Fixed Reward</u> of \$185,925.
12 Hour Shift Worker	A colleague categorised by <u>NAB</u> as working 12 hour shifts pursuant to Appendix C .
Immediate Family	Has the meaning set out in the <u>Act</u> and includes family members regardless of gender or gender identity.
Job Share	A position shared by more than one part time Colleague and Job Sharing has a corresponding meaning.
Long-Term Placement	The placement of a child under the age of 16 with a colleague as a result of an adoption, or foster, or kinship arrangement where return to the child's birth family is not possible in the foreseeable future and long-term care is needed.
Maximum Contributions Base	Has the meaning given in the <u>SGA Act</u> .
NAB/We	The National Australia Bank Limited (ABN 12 004 044 937)
NES	The National Employment Standards, also referred to as the Act.

Term	Meaning
Offshoring	The work a colleague was doing has been transferred to an overseas location. The work may or may not still be provided by <u>NAB</u> .
On Deployment	The period of time after a colleague's position has been made <u>Redundant</u> where the colleague and <u>NAB</u> are attempting to find an alternative position.
Outsourcing	The work a colleague was doing has been contracted to an external provider.
Partner	Spouse, de facto spouse or domestic partner including partners of the same gender or gender identity.
Permanent	A reference to full time and part time colleagues engaged on a permanent basis. <u>Maximum Term</u> and casual colleagues are not Permanent colleagues.
Preventative and Planned Health	Appointments intended to prevent or screen for a medical condition affecting the colleague, which have been made with or recommended by a registered medical practitioner.
Public Holiday	The National, State and Territory public holidays and other public holidays as outlined in clause 50 of our <u>Agreement</u> .
RDO	A rostered day off.
Reconciliation Period	The twice yearly 60-day period set by <u>NAB</u> for the purpose of conducting periodic reconciliations under clause 18 .
Redundancy/Redundant	A situation where the colleague's position is made redundant because the role being done by the colleague (or the major part of it) is no longer required to be done in that location or a location within a reasonable commuting distance as a result of reorganisation, changed business practice, technological change or downturn in business, and Redundant has a corresponding meaning.
Remote Location	Any of the following locations: <ul style="list-style-type: none"> • in the Northern Territory - towns situated north of the 21st Parallel of South Latitude; • in Queensland - towns situated north of the 21st Parallel of South Latitude; or in towns west of 144th Meridian of East Longitude; or • in Western Australia - towns situated north of the 24th Parallel of South Latitude or in Carnarvon, Leonora, Meekatharra and Mount Magnet.
Retrenchment	A situation where a colleague's employment with <u>NAB</u> is terminated by reason of <u>Redundancy</u> .
Retrenchment Benefits	See sub-clause 58.6 .
Retrenchment Payment	See sub-clause 58.5 .
Service	The period of your unbroken service with <u>NAB</u> in Australia. If you are absent on unpaid leave, it will not count as service for any purpose. However, your absence on unpaid leave will not break your continuity of service.
SGA Act	The Superannuation Guarantee (Administration) Act 1992 (Cth).
Shift Work	Work performed by a <u>Shift Worker</u> in accordance with a rostered period of work (or a mixture of the rostered periods of work) defined in sub-clause 33.2 .
Shift Worker	A full time or part time colleague in Group 1 – 2, categorised by <u>NAB</u> as performing <u>Shift Work</u> .
Shift Worker Additional Payment	An additional payment to Shift Workers in Groups 1 - 2 for periods of annual leave taken and is calculated in accordance with sub-clause 36.2 .

Term	Meaning
Sorry Business Family Member	<u>Immediate Family</u> Members and aunts (the sister or sister in law of the colleague's mother or father), uncles (the brother or brother in law of the colleague's mother or father), cousins (the child of the colleague's aunt or uncle), nephews (the son of the colleague's brother or sister or brother or sister in law) and nieces (the daughter of the colleague's brother or sister or brother or sister in law). The reference to child, sister, brothers, mothers and fathers includes step children, step sisters, step brothers, step mothers and step fathers.
Stapled Fund	An existing superannuation account which is linked ('stapled') to an individual colleague so that it follows them as they change jobs (as defined in the <u>SGA Act</u>).
Stillborn/Stillbirth	Has the meaning given in the <u>Act</u> .
Transitional Retrenchment Payment	See clause 59.3 .
Weekend Worker	A full time colleague in Group 1 – 3 categorised by <u>NAB</u> as normally working ordinary hours on weekends but not a <u>24/7 Continuous Shift Worker</u> .
Workday Implementation Date	A date, which won't be before March 2024, determined by <u>NAB</u> as being the implementation date of the Workday system. <u>NAB</u> will notify colleagues and the <u>FSU</u> of the Workday Implementation Date.

