

19.6 Alteration to hours of work for day and shift workers

- (a) Subject to NBN Co's right to:
 - (i) fix the daily hours for day work within the spread of hours referred to in clause 19.7;
 - (ii) fix shift start and finish times referred to in clause 19.10(b); and
 - (iii) fix shift rosters referred to in clause 19.10(b);
- (b) NBN Co may alter the hours for day workers and shift rosters for shift workers once determined under the following circumstances:
 - (i) by NBN Co giving one weeks' notice of the requirement to change the arrangement of hours or the roster;
 - (ii) by NBN Co giving 48 hours' notice to the Employee in the case of an emergency;
 - (iii) by mutual agreement between the Employee(s) concerned and NBN Co; or
 - (iv) at the discretion of NBN Co, Employees may be permitted to exchange shifts or days off to perform duty for another Employee. In such circumstances, NBN Co is not required to make any additional payment.
- (c) Provided that where an Employee receives notice under clause 19.6(b) and they raise significant concerns about the alteration of their hours of work due to their personal or family circumstances, NBN Co will consult with the Employee about such concerns.

19.7 Day work

- (a) Except as provided for in clause 19.7(b) the ordinary hours of work for day work will be worked between the following spread of hours:

Monday to Friday—7.00 am to 7.00 pm
- (b) Flexibility in relation to day work hours
 - (i) The following forms of flexibility may be implemented in respect of all Employees in a workplace or section(s) thereof, subject to agreement between NBN Co and the majority of the Employees concerned in the workplace or relevant section/s. Agreement in this respect may also be reached between NBN Co and an individual Employee:
 - the spread of hours in clauses 19.7(a) may be altered by up to one hour at one or both ends of the daily spread;
 - in excess of 10 hours and up to 12 hours of ordinary time may be worked per day, exclusive of meal breaks. The implementation of 12 hour days is subject to the provisions of clause 19.9; and
 - a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
 - (ii) Where an agreement is reached by the majority of Employees it will apply to all the Employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement. Where NBN Co is seeking to reach agreement with Employees or an Employee under this clause the Employee(s) may request the involvement of a representative, including a union.
 - (iii) Where an agreement is reached in accordance with clause 19.7(b), the agreement will be recorded in the time and wages records.

19.8 Make-up time

- (a) An Employee may elect, with the consent of NBN Co, to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Agreement.
- (b) An Employee on shift work may elect, with the consent of NBN Co, to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off.

19.9 Twelve hour days

Implementation of 12 hour days or shifts is subject to the following:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided; and
- (e) an adequate trial or review process being implemented.

19.10 Provisions applicable only to morning, afternoon or night shifts

- (a) The provisions of this clause apply only to time worked on morning, afternoon and night shifts and do not apply to time worked during the day.
- (b) The ordinary hours of work for morning, afternoon and night shift workers will be worked at the discretion of NBN Co on any days of the week, Monday to Sunday, subject to clause 19.6 and the penalties in clause 19.10(c) and 19.10(d) and 19.12.
- (c) For the purposes of this Agreement:
 - (i) Subject to clause 19.7(b), afternoon shift means any shift finishing after 7.00 pm and at or before midnight.
 - (ii) Subject to clause 19.7(b), morning shift means any shift commencing at or after 4am and before 7.00am.
 - (iii) Subject to clause 19.7(b), night shift means any shift finishing subsequent to midnight and at or before 9.00 am.
 - (iv) Employees on a morning shift or afternoon shift are entitled to a penalty of 15%.
 - (v) Except as provided for in clause 19.10(d), Employees on a night shift are entitled to a penalty of 15%.
- (d) An Employee who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the Employee at least one third of the working time off night shift in each shift cycle;

is entitled to a loading of 30% for time worked on such night shift. This loading is in substitution for and not cumulative upon the night shift loading prescribed in clause 19.10(c).

19.11 Flexibility in relation to shift work hours

- (a) The following forms of flexibility may be implemented in respect of all Employees in a workplace or section(s) thereof, subject to agreement between NBN Co and the majority of the Employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between NBN Co and an individual Employee:

- (i) in excess of 10 hours and up to 12 hours of ordinary time may be worked per shift, exclusive of meal breaks. The implementation of 12 hour shifts is subject to the provisions of clause 19.9.
- (ii) a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (b) Where an agreement is reached by the majority of Employees it will apply to all the Employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.
- (c) Where an agreement is reached in accordance with clause 19.11(a), the agreement will be recorded in the time and wages records.

19.12 Weekend penalty loading

- (a) Employees are entitled to a loading of 50% for ordinary time worked:
 - (i) between midnight on Friday and midnight on Saturday.
- (b) Employees are entitled to a loading of 100% for ordinary time worked:
 - (i) between midnight on Saturday and midnight on Sunday.
- (c) The rates in clause 19.12(a) and 19.12 (b) are in substitution for and not cumulative upon the morning, afternoon and night shift loadings prescribed in clauses 19.10(c) and 19.10(d).

19.13 The loadings in clause 19 Hours of work are not payable for periods of overtime or for time worked on public holidays.

19.14 Daylight saving

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant state or territory legislation, an Employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock, at the end of work).

20. Overtime and Penalty Rates

20.1 Overtime and Overtime rates

- (a) An Employee is required to work reasonable overtime subject to the provisions of clause 20.1(b)
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to Employee health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by NBN Co of the overtime and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (c) Daily ordinary hours are arranged in accordance with clause 19.4 or 19.6. All work done in excess of the daily ordinary hours by an Employee Monday to Friday will be paid at the rate of time and a half for the first three hours and double time thereafter. All overtime worked by an Employee on a Saturday will be paid at the rate of time and a half for the first three hours and double time thereafter. All overtime worked by an Employee on Sunday will be paid at double time.
- (d) In computing overtime, each day's work will stand alone.

- (e) Employees who are late starting or are absent for part of their ordinary hours on unpaid leave will complete their ordinary hours for that day prior to the entitlement to overtime.

20.2 Minimum payment

- (a) An Employee required to work overtime will be paid for a minimum of three hours at the appropriate rate except where such overtime is worked prior to or at the conclusion of ordinary hours of work.
- (b) In such circumstances, the Employee will receive payment at the rate prescribed in clause 20.1 hereof for the actual time worked.

20.3 Rest break during overtime

An Employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime if the Employee continues to work after such rest break.

20.4 Rest period after overtime

- (a) When overtime work is necessary, it will wherever reasonably practicable be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An Employee (other than a casual or part-time Employee), who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the Employee did not have at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of NBN Co an Employee resumes or continues work without having had such 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for such period and then is entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay.
- (d) The provisions of this clause will not apply to call backs where the time worked is less than three hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is four hours or more then the provisions of clauses 20.4(b) and 20.4(c) will apply.

20.5 Time off instead of payment for overtime

- (a) An Employee may request, with the consent of NBN Co, to take time off instead of payment for overtime at a time or times agreed by NBN Co. This agreement must be in writing. The Employee must take the time off within four weeks of working the overtime unless otherwise mutually agreed.
- (b) If the Employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the ordinary time rate, (that is an hour for each hour worked).
- (c) If requested by an Employee, NBN Co must, within one week of receiving a request, pay the Employee for any overtime worked. The Employee must be paid at overtime rates.

20.6 Call back

- (a) An Employee recalled to work overtime after leaving work will be paid a minimum of three hours at the appropriate overtime rate for each time recalled, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours. An Employee will not be required to work the full three hours if the job(s) recalled to perform are completed within a shorter period.

- (b) Notwithstanding (a) above, where an Employee has completed the call back and left work and is recalled within the three hour minimum period for that call back, the balance of the three hours' minimum period for that call back will be cancelled and the Employee will only be paid up to the commencement of the next call back. The Employee will then be entitled to be paid for a minimum of three hours for the next call back.
 - (c) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 20.4 where the time worked is less than three hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is four hours or more then the provisions of clauses 20.4(b) and 20.4(c) will apply.
- 20.7 Rates not cumulative**
- The rates prescribed in this clause are in substitution for and not cumulative upon the loadings prescribed in clause 27 – Public Holidays.
- 21. Breaks**
- 21.1** Except as provided for in clause 21.3, where practicable, an Employee will not be required to work for more than five hours without a break for a meal.
- 21.2** Where a shift is more than 6 hours in length Employees will be entitled to two ten minute paid rest breaks. One at some time before the meal break and one at some time after the meal break. The timing of such rest breaks will be at NBN Cos discretion, depending upon operational requirements.
- 21.3 Flexibility in relation to meal breaks**
- (a) The following forms of flexibility may be implemented in respect of all Employees in a workplace or section(s) thereof, subject to agreement between NBN Co and the majority of the Employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between NBN Co and an individual Employee:
 - (i) Employees may work in excess of five hours but not more than six hours without a meal break;
 - (ii) meal breaks may be for a period of less than 30 minutes. An Employee and NBN Co may agree to less than 30 minutes, but not less than 20 minutes.
 - (b) Where an agreement is reached by the majority of Employees, it will apply to all the Employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.
- 21.4** An Employee directed by NBN Co to work in excess of five hours without a meal break (or such period as extended in accordance with clause 21.3) and will be paid at the rate of time and a half for the meal period and the Employee will be permitted to have the Employee's usual meal period without deduction from the Employee's wage as soon as possible after the prescribed meal period.
- 21.5** This clause will not operate outside an Employee's ordinary working hours. Rest breaks during overtime are prescribed in clause 20 – Overtime and Penalty Rates of this Agreement.
- 22. Annual Leave**
- 22.1** This clause of the Agreement supplements the provisions of the NES which deal with annual leave. Annual Leave and Annual Leave Loading do not apply to casual Employees.
- 22.2 Payment for annual leave**
- (a) Instead of the base rate of pay as referred to in s.35(1) of the NES, an Employee, prior to commencing a period of annual leave, will be paid the wages they would have received in respect of the ordinary time the Employee would have worked had the Employee not been on leave during the relevant period.

- (b) 17.5% annual leave loading has been taken into account in determining the remuneration of an Employee under this Agreement. Except as provided in clause 22.2(c) annual leave loading will not be paid to an Employee on annual leave entitlements because the Employees remuneration has been fixed having regard to this fact.
- (c) Where an Employee would have received loadings, in accordance with clause 19 - Hours of work, of this Agreement, had the Employee not been on annual leave and such loadings would have entitled the Employee to a greater amount than the loading of 17.5% that was taken into account fixing the Employees remuneration, then the Employee will be paid a pro rata top up payment at the time the annual leave is taken by the Employee.

22.3 Excessive leave

If NBN Co has genuinely tried to reach agreement with an Employee as to the timing of taking annual leave, NBN Co can require the Employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the Employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the Employee is directed to take is less than, or equal to, a quarter of the amount of leave accrued.

22.4 Paid leave in advance of accrued entitlement

By agreement between NBN Co and an Employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued NBN Co may make a corresponding deduction from any money due to the Employee on termination.

22.5 Annual close-down

- (a) NBN Co may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the Employees in the enterprise or part concerned, provided that NBN Co gives at least one month's notice to the affected Employees. The notice will advise Employees of the commencement date and duration of the close-down.
- (b) NBN Co may close down for one or two periods. Where there is agreement between NBN Co and the majority of Employees concerned, NBN Co may close down for more than two periods.
- (c) An Employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage. An Employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown.

22.6 NBN Co will permit Employee's reasonable flexibility in taking annual leave with such leave to be taken in accordance with NBN Co policies.

22.7 Purchased Leave

NBN Co policies will provide opportunities by which each permanent full time and part time Employee, may, subject to agreement with NBN Co and in accordance with its policies participate in a scheme to purchase up to four weeks additional purchased leave per anniversary year from their base rate of pay. The terms and application of such policies will be at all times at the sole discretion of NBN Co. The purchased leave amount(s) will be adjusted against the Employees base rate of pay under this Agreement.

23. Personal/Carer's Leave and Compassionate Leave

- 23.1** This clause of the Agreement supplements the provisions of the NES which deal with personal/carer's leave and compassionate leave.
- 23.2** As provided by the NES full time Employees will accrue 76 hours personal/carer's leave per annum. Employees seeking to take Personal Leave are required to:
- (a) make all reasonable efforts to inform their direct manager before or at the time of the Employee's normal commencement time or if that is not reasonably practicable as soon as possible, that they are unable to work due to illness or injury; and
 - (b) Once an Employee has had two days of absence on personal leave in a calendar year the Employee will be required to provide a medical certificate. If it is not reasonably practical to provide a medical certificate a statutory declaration may be provided.
- 23.3** Employees seeking to take Carer's Leave are required to:
- (a) make all reasonable efforts to inform their direct manager before or at the time of the Employee's normal commencement time or if that is not reasonably practicable as soon as possible, that they are unable to work due a requirement to provide care and support to an immediate family member or member of the Employees household; and
 - (b) provide a medical certificate for the member of the immediate family or household the Employee is caring for. If it is not reasonably practical to provide a medical certificate a statutory declaration may be provided.
- 23.4** As provided by the NES Employees will be entitled to 2 days compassionate leave on each occasion. Employees seeking to take Compassionate Leave are required to:
- (a) make all reasonable efforts to inform their direct manager before or at the time of the Employee's normal commencement time or if that is not reasonably practicable as soon as possible, that they are unable to work due to the Employee taking a period of compassionate leave; and
 - (b) provide reasonable evidence as required by NBN Co that the Employee is eligible to take compassionate leave.

24. Community Service Leave

- 24.1** This clause of the Agreement supplements the provisions of the NES which deal with community service leave.
- 24.2** An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period to undertake eligible community service.
- 24.3** Eligible community service activity means jury service or voluntary emergency management activities as defined by the NES.
- 24.4 Notice**
- An Employee who wants an absence from his or her employment to be covered by this clause must give NBN Co notice of the absence as soon as practicable and must advise the expected period of the absence.
- 24.5 Payment**
- (a) A full time or part time Employee absent on jury service will be paid their base rate of pay for a maximum of 20 days of jury service. Should jury service extend beyond 20 days NBN Co may agree to pay the Employee's base rate of pay for a period extending beyond the first 20 days.
 - (b) Payment (if any) for Emergency Management activities will be in accordance with NBN Co policy.

25. Long Service Leave

- 25.1** Employees who have completed 10 years of continuous service with NBN Co will be eligible for 13 weeks paid long service leave at the Employees base rate of pay. After 10 years continuous service, long service leave will accrue on the basis of 1.3 weeks per year thereafter on completion of each further 5 years of service. Administration of long service leave will be in accordance with NBN Co policy as amended from time to time.

26. Parental Leave

- 26.1** An eligible Employee will be entitled to 14 weeks paid parental leave at the Employees base rate of pay in accordance with NBN Co policy as amended from time to time. Parental Leave under this clause is in addition to any Government funded scheme.

27. Public holidays

- 27.1** This clause of the Agreement supplements the provisions of the NES which deal with public holidays.

27.2 Public Holidays

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Eight Hour's Day or Labour Day, Anzac Day, Christmas Day, and Boxing Day (except in South Australia, where employees are entitled to Commemoration Day); and
- (b) any additional full or half day public holiday that is gazetted within a State, Territory or locality by the relevant Government, Authority or order.

27.3 Substitution of public holidays

NBN Co and a majority of affected Employees or an individual Employee may reach agreement in writing to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under terms of the NES.

27.4 Payment for time worked on a public holiday

- (a) An Employee who is required to work on a public holiday will be paid at double time and a half for a minimum of three hours.
- (b) The payment required under clause 27.4(a) only applies to time which is worked on the actual public holiday day, i.e. midnight to midnight.

28. Structured Training

Where Employees are directed in writing by NBN Co to undertake formal structured training, NBN Co will treat any time the Employee attends structured classroom training as time worked for all purposes under this Agreement

29. Signatories

Signed for and on behalf of NBN Co

Name: Craig Byrnes
Address: Level 11, 100 Arthur Street North Sydney
Position: General Manager - IR NSW

I am authorised by NBN Co to sign this Agreement on its behalf.

Signature: C. Byrnes
Witness (signed): K. Roberts

Name: Karen Roberts

Address of witness 139-155 Queensberry St Carlton South 3053

Dated this 30th day of September 2010

Signed for and on behalf of the CEPU

Name: Len Cooper
Address: 1st fl 139 Queensberry St Carlton Sth.
Position: Secretary

I am authorised by the CEPU to sign this Agreement on its behalf.

Signature: [Signature]
Witness (signed): [Signature]

Name (printed): MARIE PETROV

Address of witness 139-155 Queensberry St. Carlton South 3053

Dated this 30th day of September 2010

SCHEDULE A— BASE RATES OF PAY AND CLASSIFICATION BANDS

- (a) Employees will be appointed in writing by NBN Co to a classification band.
- (b) Base rates of pay and classification bands are as shown in the table below:

BAND	RANGE \$ per annum	INDICATIVE ROLES INCLUDE	AWARD ALIGNMENT
4	\$75,000 - \$90,000	Service Network Engineer or Specialist Network Engineer: • Service desk • Network Operations • Diagnostic Maintenance • Design and Order • Migration Activation • Service Activation Team Leader (non field operations) IT Specialist: • Process improvement • Senior help desk	Telecommunications Associate
3	\$64,000 - \$72,000	Network Engineer: • Service Activation • Service operation • Analyst • Design and Order IT Analyst: • Process Improvement • Help Desk IT - Other	Principle Telecommunications Technician Advanced Telecommunication Technician
2	\$50,000 - \$60,000	Graduate Network Technician/IT Network Technician: • Analyst • Service Activation • Service operation	Telecommunications Technician
1	\$42,000 - \$47,000	Telecommunications Trainee Telecommunications Technical Employee	Telecommunications Trainee Telecommunications Technical Employee

- (c) An Employee will be paid no less than the minimum base rate of pay as set out in the range for the band in which the Employee is appointed. Where a job role has the same skills, responsibility and knowledge as the indicative roles in band 1, 2, 3, 4 then that particular job will be classified in the relevant band and will be covered by scope of this Agreement.

- (d) For the avoidance of doubt the classification bands listed in the table in (b) above incorporate all the technical classifications as set out in the Telecommunications Services Award 2010 (as at the commencement date of the operation of this Agreement).
- (e) The base rates of pay set out in the table in (b) above will increase by 4% (rounded to two decimal places) on and from the first full pay period on or after 1 July 2011, 1 July 2012, 1 July 2013.
- (f) The wage increases provided for in this Agreement will apply to all Employees covered by this Agreement even if an Employee is being paid between the minimum and the maximum base pay rate for the band in which the Employee's job is classified. Such wage increases also apply to the minimum and maximum band rates.
- (g) In accordance with clause 22.2 the base rates of pay in the bands in the table in (b) above include annual leave loading unless otherwise specified in writing by NBN Co.
- (h) Band 1 is an entry level band that enables Employees to acquire skill sets necessary to move to positions in higher bands. However, band 1 is not an exclusive entry point into this classification structure.
- (i) Unless otherwise specified in this Agreement an Employees base weekly rate of pay is calculated by dividing the Employees base salary per annum in the table in (b) above by 52. An Employees base hourly rate of pay is calculated by dividing the Employees base salary per annum in the table in (b) above by 52 and then by 38.

Career Development Allowance

Temporarily working in a higher band for a period of less than one day will not entitle Employees to any additional payments. If the period is for more than one continuous day of work in the higher band an allowance will be paid. The allowance will be the difference between the Employee's current base rate of pay and the minimum base rate of pay for the band in which the higher job is allocated. The allowance will not apply to any periods of paid leave.

SCHEDULE B—SUPPORTED WAGE SYSTEM

- (a) This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.
- (b) **In this schedule:**
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme
- relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged
- supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate
- (c) **Eligibility criteria**
- (i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (ii) This schedule does not apply to any existing Employee who has a claim against NBN Co which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.
- (d) **Supported wage rates**
- (i) Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (clause (e))	Relevant Minimum Wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60

Assessed Capacity (clause (e))	Relevant Minimum Wage
%	%
70	70
80	80
90	90

- (ii) Provided that the minimum amount payable must be not less than \$69 per week.
- (iii) Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(e) Assessment of capacity

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted NBN Co and Employee and, if the Employee so desires, a union which the Employee is eligible to join.
- (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by NBN Co as a time and wages record in accordance with the Act.

(f) Lodgement of SWS wage assessment agreement

- (i) All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be maintained by NBN Co.
- (ii) All SWS wage assessment agreements must be agreed and signed by the Employee and NBN Co. Where a union is not a party to the assessment, and the affected Employee requests, the assessment will be referred by the Industrial Registrar to a union selected by the Employee by certified mail and the agreement will take effect unless an objection is notified to NBN Co within 10 working days.

(g) Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(h) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

(i) Workplace adjustment

NBN Co wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(j) Trial period

- (i) In order for an adequate assessment of the Employee's capacity to be made, NBN Co may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the Employee during the trial period must be no less than \$69 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where NBN Co and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under this clause .