



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

NBN Co Limited

(AG2010/17962)

NBN CO AND CEPU TECHNICAL EMPLOYEES AGREEMENT 2010-2014

Telecommunications services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 6 OCTOBER 2010

Application for approval of the NBN Co and CEPU Technical Employees Agreement 2010-2014.

[1] An application has been made for approval of an enterprise agreement known as the *NBN Co and CEPU Technical Employees Agreement 2010-2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by NBN Co Limited. The agreement is a greenfields agreement.

[2] I have considered the matters contained in the employer declaration and the declaration made on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) which will be covered by the Agreement.

[3] I am satisfied that each of the requirements of ss.186 and 187 as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that the CEPU is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[4] The Agreement is approved and, in accordance with s.54, will operate from 13 October 2010. The nominal expiry date of the Agreement is 1 August 2014.



DEPUTY PRESIDENT

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**NBN CO AND CEPU
TECHNICAL EMPLOYEES AGREEMENT
2010 - 2014**

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1. Title

- 1.1 This Agreement will be known as the NBN Co and CEPU Technical Employees Agreement 2010 - 2014.

2. Scope and Application of the Agreement

- 2.1 This Agreement is made under the *Fair Work Act 2009* (Cth) and those bound by this Agreement are:
- (a) NBN Co;
 - (b) all persons who are employed by NBN Co in the classification bands set out in Schedule A of this Agreement who are engaged to work in connection with a network operations centre; and
 - (c) means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

3. Definitions and Interpretation

- 3.1 In this Agreement, unless the context indicates a contrary intention:

Act	means the <i>Fair Work Act 2009</i> (Cth) and associated regulations
Agreement	means this agreement known as the NBN Co and CEPU Technical Employees Agreement 2010 - 2014
Award	means the Telecommunications Services Award 2010
CEPU	means the means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
Employee	means an employee of NBN Co bound by this Agreement
FWA	means Fair Work Australia
NES	means the National Employment Standards as set out in the Act
NBN Co	means NBN Co Limited ABN 86 136 533 741 ACN 136 533 741
Probationary Employee	means an Employee in their first three months of employment with NBN Co

- 3.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definitions in the Act will apply.
- 3.3 Unless the context indicates a contrary intention "includes" in any form is not any word of limitation.
- 3.4 The Telecommunications Services Award 2010 is the relevant modern award for the purpose of the better off overall test that is applied by FWA in approving this Agreement.

4. Objective

- 4.1 To set the terms and conditions of employment for NBN Co Employees covered by the scope of this Agreement.

5. Date of Operation

- 5.1 This Agreement will come into operation from the seventh day after approval of this Agreement under the Act by Fair Work Australia and will have a nominal expiry date of 1 August 2014.
- 5.2 This Agreement will remain in operation unless varied, terminated or replaced by a new enterprise agreement in accordance with the Act.
- 5.3 Subject to the provisions of the Act, NBN Co will commence discussions on a new enterprise agreement four months before 1 August 2014.

6. Access to Agreement and NES

- 6.1** NBN Co will ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible

7. Flexibility Term

- 7.1** Notwithstanding any other provision of this Agreement, NBN Co and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of NBN Co and the individual Employee. The application of terms NBN Co and the individual Employee may agree to vary are those concerning:

- (a)** leave loading.
- 7.2** NBN Co and the individual Employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between NBN Co and the individual Employee must:
- (a)** be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b)** result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between NBN Co and the individual Employee must also:
- (a)** be in writing, name the parties to the agreement and be signed by NBN Co and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b)** state each term of this Agreement that NBN Co and the individual Employee have agreed to vary;
 - (c)** detail how the application of each term has been varied by agreement between NBN Co and the individual Employee;
 - (d)** detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e)** state the date the agreement commences to operate.
- 7.5** NBN Co must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than NBN Co and the individual Employee.
- 7.7** NBN Co seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited NBN Co must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a)** by NBN Co or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b)** at any time, by written agreement between NBN Co and the individual Employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between NBN Co and an individual Employee contained in any other term of this Agreement.

8. Consultation Term Regarding Major Workplace Change

8.1 NBN Co to notify

Before NBN Co has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, NBN Co will notify the affected Employees and if applicable their appointed representative(s), including, where applicable a union. The relevant affected Employee(s) may appoint a representative, including a union, for the purposes of the procedures of this clause.

8.2 If:

(a) the relevant Employee appoints, or relevant Employees appoint a representative, including a union, for the purposes of consultation; and

(b) the Employee or Employees advise NBN Co of the identity of the representative;

NBN Co will recognise the representative.

8.3 NBN Co to discuss change

As soon as practicable after making its decision, NBN Co must discuss with the relevant Employees affected and their representatives, which may include a union, if any;

(a) the introduction of the changes referred to in clause 8.1;

(b) the effects the changes are likely to have on Employees; and

(c) measures to avert or mitigate the adverse effects of such changes on Employees.

For the purposes of the discussion – provide in writing to the relevant Employees:

(i) all relevant information about the changes including the nature of the changes proposed; and

(ii) information about the expected effects of the changes on Employees; and

(iii) any other matters likely to affect Employees.

8.4 Provided that NBN Co is not required to disclose confidential or commercially sensitive information to the relevant Employees

8.5 NBN Co will give prompt and genuine consideration to matters raised about major change by the relevant Employees and their representatives, which may include a union.

8.6 If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to NBN Co, the requirements of clause 8 and all sub clauses are taken not to apply.

8.7 In this clause, a major change is likely to have significant effect on Employees if it results in:

(a) the termination of employment of Employees; or

(b) major changes in the composition, operation or size of NBN Co's workforce; or in the skills required of Employees;

(c) the elimination or diminution of job opportunities, (including opportunities for promotion or tenure);

(d) the alteration of hours of work; or

(e) the need for retraining Employees; or

(f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs.

9. Dispute Resolution Term

9.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

then this term sets out procedures to settle the dispute.

9.2 At any stage through dispute resolution process an Employee who is a party to the dispute may appoint a representative, including a union, for the purposes of the procedures in this term.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

9.5 FWA may deal with the dispute in 2 stages:

- (1) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (2) if FWA is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act.

9.6 A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by NBN Co to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

9.8 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

10. Workplace Representation

10.1 For the purposes of this clause, a workplace representative is an Employee who has been appointed as a workplace delegate in writing by a union, provided that the applicable union has recognised coverage of NBN Co's Employees.

10.2 In exercising their rights, workplace representatives and unions will consider NBN Co operational issues, policies and guidelines and the likely affect on the efficient operation of NBN Co.

- 10.3** NBN Co will permit the reasonable use of email facilities by a workplace representative to communicate on matters affecting Employees that the workplace representative's union is entitled to represent. All use of facilities is subject to NBN Co's policies.
- 10.4** Unless otherwise agreed between NBN Co and a workplace representative, where NBN Co has been provided with at least 48 hours, NBN Co will allow workplace representatives reasonable time, subject to NBN Co's operational requirements, policies and guidelines to:
- (a) consult with Employees that the workplace representative's union is entitled to represent, in accordance with relevant legislation;
 - (b) interview NBN Co management on matters affecting Employees that the workplace representative's union is entitled to represent;
 - (c) keep the Employees that their union is entitled to represent briefed and informed about issues arising from enterprise agreements and other industrial matters, including but not limited to the distribution of Union Materials[^]; and
 - (d) represent the interest of Employees before individual tribunals.
- [^] Union Materials must be authorised by a union secretary in accordance with the particular union's rules. Union Materials that breach legislation, the National Code of Practice for the Construction Industry, or the applicable Australian Government Guidelines, may not be distributed within NBN Co.
- 10.5** Subject to NBN Co's operational requirements and policies/guidelines workplace representatives will be entitled to, and NBN Co will grant, each calendar year up to five days workplace representation leave with pay to:
- (a) attend courses which are directed at the enhancement of the operation of the dispute resolution procedure under this Agreement;
 - (b) attend industrial tribunals to represent the interests of NBN Co Employees;
 - (c) attend union forums; and
 - (d) attend courses conducted by a union, a recognised educational institution, or under the sponsorship of the ACTU.
- 10.6** Eligible workplace representatives must give NBN Co six weeks' notice of their intention to take workplace representation leave. However NBN Co may agree to a shorter period.
- 10.7** The notice to NBN Co will include details of the type, content and duration of the course to be attended.
- 10.8** The taking of workplace representation leave will be arranged having regard to the operational requirements of NBN Co, so as to minimise any adverse effect on those requirements.
- 10.9** Eligible workplace representatives taking such leave will be paid for ordinary hours which normally become due and payable during the period of leave.
- 10.10** NBN Co may require proof of attendance at such course before payment is made to the workplace representative for workplace representation leave.
- 10.11** Workplace representation leave granted pursuant to this clause will count as service for all purposes of this Agreement.

11. Types of Employment

Employees may be engaged on a full-time, part-time, casual or limited tenure basis. All Employees will go through an NBN Co induction program deemed appropriate by NBN Co for the work the Employee is performing.

11.1 Full-time employment

A full time Employee is an Employee not specifically engaged as part-time, casual or on a limited tenure basis. A full time Employee's ordinary hours will be in an average of 38 hours per week in accordance with clause 19 - Hours of Work.

11.2 Part-time employment

- (a) An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 38 hours per week. An Employee so engaged will be paid per hour 1/38th of the weekly rate prescribed in Schedule A of this Agreement for the work performed.
- (b) Overtime will be payable to part-time Employees for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the Employee. However, a part-time Employee is not entitled to be paid overtime penalties on a day until they have worked at least an equivalent number of hours that day to an equivalent full-time Employee, provided that a part-time Employee will not work more than 38 hours in any week at ordinary rates.
- (c) The terms of this Agreement will apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38 hours.

(d) Public holidays

Where the part-time Employee's normal paid hours fall on a public holiday prescribed by this Agreement and work is not performed by the Employee, such an Employee will not lose pay for the day. Where a part time Employee works on the public holiday they will be paid in accordance with clause 27 – Public Holidays of this Agreement.

11.3 Casual employment

- (a) NBN Co may engage Employees on a casual basis in which case employment may be terminated by an hour's notice given either by NBN Co or the Employee, or by the payment or forfeiture of an hour's pay as the case may be.
 - (b) A casual Employee is one engaged and paid as such, and for working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this Agreement for the work which the Employee performs, plus 25% casual loading.
 - (c) The casual loading described in clause 11.3(b) is paid on the Employees base rate of pay for all ordinary hours. The casual loading is not paid when an Employee works overtime or on a Public Holiday. However, where a casual employee works overtime or on a public holiday the applicable overtime or public holiday loadings will apply.
 - (d) Subject to the evidentiary and notice requirements in clause 23.3 or 23.4, casual Employees are entitled to not be available to attend work, or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- NBN Co and the casual Employee will agree on the period for which the casual Employee will be entitled to not be available to attend work. In the absence of agreement, the casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (e) Unless otherwise provided the provisions of clauses 12 Termination of Employment, 13 Redundancy, 22 Annual Leave, 23 Personal/Carers Leave and Compassionate Leave and 24 Community Service Leave do not apply to casual Employees.

11.4 Casual conversion to full time or part time employment

- (a) A casual Employee engaged by NBN Co on a regular and systematic basis for a continuous period of at least six months may request to have their contract of employment converted from casual employment to full-time or part-time employment, provided that there is a current appropriate vacancy in NBN Co and NBN Co agrees. Irregular casual Employees who are engaged by NBN Co to perform work on an occasional or non-systematic or irregular basis are not entitled to the provisions of this clause.
- (b) A casual Employee will not be engaged and re-engaged by NBN Co to avoid any obligation under this clause.

11.5 Limited tenure employment

- (a) An Employee may be engaged on a full time or part time basis for a specific period of time or for specific task(s). No Employee will be employed on a limited tenure arrangement for more than 2 years.
- (b) The details of the specific period of time or specific task(s) shall be set out in writing and retained by NBN Co and a copy will be provided to the Employee.
- (c) An Employee engaged in accordance with 11.5(a) is for all purposes of the Agreement a full-time or part-time Employee, except where otherwise specified in this Agreement.
- (d) Service under a contract of employment for a specific period of time or specific task(s) will form part of an Employee's period of continuous service, where such Employee is engaged as a full-time or part-time Employee immediately following such contract of employment.

12. Termination of Employment

12.1 Notice by NBN Co

All Employees (except Probationary Employees, casual Employees and limited tenure Employees) are entitled to 5 weeks' notice on termination by NBN Co. A Probationary Employee will be given one weeks' notice on termination. NBN Co at its discretion may pay in lieu part or all of the period of notice.

12.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of NBN Co. If an Employee fails to give the required notice, NBN Co may withhold any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee. NBN Co may, at its discretion, require an Employee not to attend work during part or all of the period of notice.

12.3 Job search entitlement

Where NBN Co has given notice of termination to an Employee, and where the notice is not paid fully or partly in lieu by NBN Co, an Employee will be allowed up to one day's time off during the notice period without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after approval from NBN Co.

13. Redundancy

13.1 An Employee, other than a casual and limited tenure Employee is entitled to be paid redundancy pay by NBN Co if the Employee's employment is terminated:

- (a) At NBN Co's initiative because NBN Co no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) As otherwise provided in the NES redundancy sections as set out in the Act

13.2 The amount of redundancy pay equals the total amount payable to the Employee for redundancy pay period worked out using the table below:

YEARS OF CONTINUOUS SERVICE	WEEKS' PAY
Less than 1 years service	2 weeks
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks plus pro rata
5 years and less than 6 years	10 weeks plus pro rata
6 years and less than 7 years	12 weeks plus pro rata
7 years and less than 8 years	14 weeks plus pro rata
8 years and less than 9 years	16 weeks plus pro rata
9 years and less than 10 years	18 weeks plus pro rata
10 years and less than 11 years	20 weeks plus pro rata
11 years or more	22 week up to a maximum of 48 weeks (see note)

Note:

After 11 years of service 2 weeks will apply for each year thereafter (pro rated) up to a maximum of 48 weeks.

Notice of terminations provided for in clause 12 of this Agreement will apply in addition to the redundancy payment set out in this clause.

Weeks' pay under this clause means the Employee's base rate of pay for his or her ordinary hours of work.

Pro rata for the purposes of this clause means to the nearest completed month of service.

13.3 Transfer to lower paid duties

Where an Employee agrees to be transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. NBN Co may also, at NBN Co's option, instead make payment of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

13.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

13.5 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of NBN Co, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 12.3.

13.6 Transmission

The provisions of clause 13 of this Agreement are not applicable where a business is transmitted from NBN Co (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

- (a) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
- (b) Where the Employee rejects an offer of suitable alternative employment with the transmittee.

In circumstances where a business is transmitted from the transmittor to the transmittee and an Employee becomes employed by the transmittee all redundancy provisions under this Agreement will be preserved as at the date of the Employee's transmission of employment.

13.7 Suitable Alternative Employment

- (a) NBN Co, in a particular redundancy case, may make application to Fair Work Australia to have the general severance pay prescription varied if the NBN Co obtains acceptable alternative employment for an Employee.
- (b) This provision does not apply in circumstances involving transmission of business as set out in clause 13.6.

14. Classifications

14.1 Classification bands and base rates of pay for Employees are set out in Schedule A to this Agreement.

14.2 Annualised pay arrangements

- (a) NBN Co may pay an Employee classified in Band 4 in Schedule A of this Agreement an annual allowance in addition to the Employee's annual base rate of pay. Where an annual allowance is paid to a Band 4 Employee it will be in circumstances where it is agreed between NBN Co and an Employee that the Agreement provisions relating to allowances, hours of work, start and finish times, overtime and public holidays shall not apply because they have been compensated for by the annual allowance. The annual allowance will be calculated by NBN Co to ensure that the Employee is no worse off in monetary terms than had the relevant Agreement terms been applied.
- (b) An Employee will be advised in writing the method of compensation being used.

15. Supported Wage System

See Schedule B.

16. Allowances

16.1 Allowances – Not for all purposes

The allowances in this clause do not apply for all purposes of the Agreement unless specifically stated.

(a) Vehicle allowance

An Employee who is required by NBN Co on a casual basis to use the Employee's motor vehicle to carry out NBN Co's business will be paid an allowance of \$0.74 per kilometre. Where required, the vehicle allowance will be increased on and from the first full pay period on or after 1 July 2011, 1 July 2012 and 1 July 2013 to the amount of the most recent Australian Taxation Office annual adjustment applicable at the time.

(b) First aid allowance

An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid a weekly allowance of \$11.50 if they are appointed in writing NBN Co to perform first aid duty. The first aid allowance 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 and 1 July 2013.

(c) Telephone allowance

Where NBN Co requires an Employee in writing to have a phone for work purposes the cost of the phone and business calls will be met by NBN Co in accordance with NBN Co policy and procedure as amended from time to time. Reasonable personal calls may be met by NBN Co in accordance with NBN Cos policies and procedures as amended from time to time.

(d) Meal allowance

An Employee is entitled to a meal allowance of \$15.00 on each occasion that the Employee is entitled to a rest break in accordance with clause 20.3, except in the following circumstances, if the Employee:

- (i) was notified no later than the previous day that they would be required to work overtime; or
- (ii) is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.

If the Employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to do less than the amount advised, they will be paid the prescribed meal allowance for the meal or meals.

The meal allowance 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 and 1 July 2013.

(e) Transfers, travelling and working away from usual place of work

(i) Distant work/travelling time payment

All reasonable out of pocket expenses incurred in connection with NBN Co's business authorised by NBN Co and properly paid by the Employee will be reimbursed by NBN Co in the next full pay period. Provided that NBN Co may apply an allowance consistent with the ATO prescribed allowances in lieu of reimbursing reasonable expenses as provided for in clause 16(e).

- An Employee directed by NBN Co to travel in the Employee's own time to transact company business will be paid travelling time and all expenses incurred while travelling in accordance with clause 16.1(e)(ii). Further, an Employee sent by their NBN Co from their usual locality to another and required to remain away from their usual residence will be paid expenses whilst absent from their usual locality.

- An Employee is not entitled to be paid for travelling in the Employee's accustomed workplace. In circumstances where an Employee is required to work away from the accustomed workplace and travels in the Employee's own time to reach such place, the Employee will be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling from home to the accustomed workplace or boundary of the accustomed territory.

(ii) Payment for travelling

- The amount of pay for an Employee travelling outside of ordinary hours will be their ordinary base rate of pay.
- The travelling time to be paid will be a maximum 12 hours out of every 24 hours, or where a sleeping berth is provided for all night travel, 8 hours out of every 24 hours.
- The cost of fares will be paid by NBN Co.

(iii) Expenses

Expenses for the purposes of clause 16.1(e)(i) means:

- Reasonable expenses incurred while travelling including each meal taken (except where the cost of the meal is included in the fare); and where applicable;
- Reimbursement of the cost incurred for lodging of at least reasonable hotel/motel standard.

(f) Safe travel allowance

- (i)** When an Employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, NBN Co will provide the Employee with transport home, or pay them their current wage for the time reasonably spent in reaching home.
- (ii)** The provisions of clause 16(f)(i) do not apply if:
- reasonable means of transport are available to the Employee; or
 - where the Employee was notified no later than the previous day or previous rostered shift that they would be required to work overtime or a shift for which he or she has not been regularly rostered and the Employee has made or could have made reasonable transport arrangements.

(g) On Call Arrangements

(i) Rostered Arrangements On Call

- In order to business requirements, NBN Co may decide to impose restrictions on Employees on a rostered basis to ensure their availability for responding to unscheduled servicing requirements.
- Employees so rostered must respond to the relevant service demand/requirement within one half hour of being contacted, i.e. be directly enroute to the worksite or have remotely accessed via home based computer work equipment.

- In rostering Employees for this purpose, NBN Co will have regard to their ability to be at the worksite within a time frame that meets its business needs for satisfying essential business requirements.
- The rostered Employee will be entitled to an amount of 20% per hour calculated by reference to the Employee's ordinary base rate of pay.
- Any Employee restricted as above and who is required to report to the worksite or a customer's premises will be entitled to the appropriate overtime rate for a minimum period, inclusive of travel time, of 3 hours for any unscheduled call out. Where such an Employee is required to respond to an unscheduled requirements via home based work equipment i.e. through remote diagnostics, analysis and correction, or is required to provide telephone directions/advice to achieve service restoration, the minimum entitlement will be 1 hour at the applicable overtime rate. The minimum payment provided in this clause is in lieu of the minimum overtime payment provided in clauses 20.2 and 20.6.

(ii) Non Rostered Call Out

- Any Employee who has not been rostered on to a personal restriction situation but who is required to respond to an unscheduled business requirement at the worksite or at a customer's premises will be entitled to overtime at the applicable rate for such call out subject to the minimum period prescribed in dot point 5 in g(i) above.
- Where an Employee who has not been rostered on to a personal restriction situation is required to respond to an unscheduled business requirement via home based work equipment, i.e. through remote diagnostics, analysis and correction, the minimum entitlement will be 1 hour at the applicable overtime rate. The requirement to carry a mobile phone or wear a pager for contact purposes however does not provide an entitlement.
- Where an Employee is required to attend to a subsequent unscheduled servicing requirement and the minimum payment period for the previous call out has not expired, the additional period for payment will extend only to the time the subsequent call out (including travel time) concludes.

17. Payment of Wages and Allowances

17.1 Wages and allowances will be paid fortnightly in arrears.

17.2 Wages and allowances will be paid by electronic funds transfer into an account nominated by the Employee.

17.3 Salary Sacrifice

- (a) An Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements provided that the arrangement is in writing and complies with relevant legislation and is allowable under NBN Co policy as amended from time to time.
- (b) Where an Employee salary sacrifices under this clause, the Employees base hourly rate of pay and other effected entitlements under this Agreement will continue to be calculated on the pre-salary sacrificed amount.

18. Superannuation

18.1 Superannuation Contributions

NBN Co will make superannuation contributions in accordance with table below and the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee. If the Employee chooses not to nominate a superannuation fund, contributions will be made by NBN Co into a default complying superannuation fund.

Before 1 July 2011	9.0%
First Full Pay Period on or after 1 July 2011	9.25%
First Full Pay Period on or after 1 July 2012	9.5%
First Full Pay Period on or after 1 July 2013	10.0%

18.2 Voluntary Post Tax Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise NBN Co to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as NBN Co makes the superannuation contributions provided for in clause 18.1.
- (b) An Employee may adjust the amount the Employee has authorised NBN Co to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to NBN Co.
- (c) NBN Co must pay the amount authorised under clauses 18.2(a) or (b) in accordance with its normal practice of scheduled payments.

18.3 Absence from work

Subject to the governing rules of the relevant superannuation fund, NBN Co must also make the superannuation contributions provided for in clause 18.1 and pay the amount authorised under clauses 18.2(a) or (b):

- (a) **Paid leave**—while the Employee is on any paid leave.
- (b) **Work related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks in total) of the Employee due to work related injury or work related illness provided that:
 - (i) the Employee is receiving workers compensation payments or is receiving regular payments directly from NBN Co in accordance with statutory requirements; and
 - (ii) the Employee remains employed by NBN Co.

19. Hours of work

19.1 For the purposes of understanding the operation of this clause, all sub clauses should be read in conjunction with each other.

19.2 The ordinary hours of work are to be an average of 38 per week.

19.3 Except as provided for in clauses 19.7(b), the ordinary hours of an Employee must not exceed 152 hours in 28 consecutive days and except as provided for in clause 19.7(b) an Employee will not be required to work more than 10 ordinary hours per day.

19.4 Where an Employee is transferred permanently from day work to shift work or from shift work to day work, such an Employee should receive at least one month's notice. However, NBN Co and the Employee may agree on a lesser period of notice.

19.5 Method of arranging ordinary hours

The method of arranging ordinary hours may be by:

- (a) Employees working a consistent number of ordinary hours each day; or
- (b) fixing one day a week on which Employees work a lesser number of hours; or
- (c) fixing one or more days on which all Employees will be off during a particular work cycle; or
- (d) rostering Employees off on various days of the week during a particular work cycle so that each Employee has one or more days off during that cycle.