



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

BAI Communications Pty Ltd
(AG2018/740)

BAI COMMUNICATIONS BROADCAST TECHNICIAN ENTERPRISE AGREEMENT 2018-2022

Electrical contracting industry

COMMISSIONER LEE

MELBOURNE, 26 JUNE 2018

Application for approval of the BAI Communications Broadcast Technician Enterprise Agreement 2018-2022.

[1] An application has been made for approval of an enterprise agreement known as the *BAI Communications Broadcast Technician Enterprise Agreement 2018-2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by BAI Communications Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 July 2018. The nominal expiry date of the Agreement is 25 June 2022.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/740

Applicant: BAI Communications Pty Ltd

Applicant

Undertaking- section 190

I am authorised to make this undertaking on behalf of BAI Communications Pty Ltd (**Company**). The Company makes the following undertaking under section 190 of the Fair Work Act 2009 (Act) in connection with the approval of the *BAI Communications Broadcast Technician Enterprise Agreement 2018 - 2022 (Agreement)*:

1. Clause 19 - Superannuation shall be read and applied on the basis that the following is included:

A default superannuation fund nominated by BAI Communications for the purpose of superannuation contributions for a particular employee can be any complying fund so long as it also offers a MySuper product.

2. Clause 27.6 of the Agreement shall read and be applied as follows:

"All time worked by a BA Technician:

(a) between the hours of 7pm and 12am;

(b) on a Saturday;

(c) without a minimum rest break as required by clause 31.5; or

(d) where a full-time employee works in excess of 45 hours in any given week or where a part-time employee works in excess of their nominated contracted hours of work.

will be multiplied by 1.5 and credited as time in his or her Hours Bank."

3. Clause 30.5 of the Agreement shall be read and applied on the basis that the sub-clause is replaced with the following:

"In the event that TOIL is not taken in accordance with clause 30.4, or upon the termination of employment however so arising, the BA Technician will be paid out for that time at his or her Base Salary Hourly Rate (as determined by clause 16)."

4. Clause 32 – Annual leave shall be read and applied on the basis that sub-clause (b) is replaced with the following:

"if the Employee's annual leave entitlement accumulates beyond 6 weeks, BAI Communications may direct the Employee to take up to one quarter of the accrued annual leave, provided that the Employee's balance after taking such leave being at least equivalent to 6 weeks' annual leave. BAI Communications may not require the employee to take any period of paid annual leave of less than one week"

5. Clause 38 – Flexible working arrangements shall be read and applied on the basis that the following is included:

This clause is not intended to replace, limit or reduce any rights or obligations under s.65 of the Act. Any employee who makes a request under this clause for a flexible working arrangement is entitled to have his or her request considered in accordance with s.65 of the Act.

6. Schedule B – Rates of Pay:

The nominated salary for a BTA1 Apprentice effective from 1 July 2017, as it relates to adult apprentices only, shall be increased to \$47,500.

Signed:



Name: Peter Lambourne

Position: Chief Executive Officer

Date: 20 June 2018

BAI Communications Broadcast Technician Enterprise Agreement 2018 – 2022



Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART A: Agreement formalities

1 Aim of Agreement

Employees at BAI Communications are employed to contribute to BAI Communications mission: to be Australia's leading provider of a range of critical communications services.

BAI Communications respects its Employees and aims to provide an environment where Employees are able to realise the goals of BAI Communications.

It is the purpose of this Agreement to document the conditions under which the Employees are employed at BAI Communications and to ensure the Employees are treated fairly. It is an objective of this Agreement that work conditions at BAI Communications enable Employees to contribute to BAI Communications business values.

To achieve this aim, BAI Communications wishes to provide Employees with:

- an efficient and productive and safe work environment;
- a work culture of good practice, quality assurance, and professionalism;
- opportunities for collaboration and teamwork;
- job satisfaction;
- the opportunity to develop skills;
- flexible and agreed work arrangements;
- conditions and terms which are clear; and
- a workplace that respects, values and supports diversity and is free from bullying and harassment.

2 Parties bound and period of operation and Implementation

The parties to this Agreement are:

- (a) BAI Communications Pty Ltd; and
- (b) the Employees.

This Agreement will be lodged with the FWC for approval in accordance with the FW Act.

This Agreement shall commence to operate 7 days after the date of approval by the FWC and shall operate for a period of 4 years.

3 Policies and Procedures

Employees are directed to read and comply with the obligations contained within BAI Communications policies as they relate to the employee's employment. These policies are posted to BAI Communications Intranet and may be varied from time to time. Employees will be advised at the time of variations and Employees are directed to comply with such variations. BAI Communications policies and procedures do not form part of this Agreement, are not intended to be contractual in nature and do not create contractual obligations.

4 Agreement to be displayed

BAI Communications and the CEPU will ensure that copies of this Agreement are readily available to Employees.

5 Definitions

Agreement means the BAI Communications Broadcast Technician Enterprise Agreement 2018 - 2022

Anniversary Date means the anniversary of an Employee's appointment to his or her current salary band.

Apprentice means an Employee who has been engaged under the conditions of the Australian Apprentice Scheme or a similar structured training arrangement.

Attendance Support is where a BA Technician is required, outside of Core Hours, to return to the workplace or report to a worksite to respond to a fault.

BA Technician means an Employee classified as BTA1-BTA4, BT1, BT2, BT3, BT4 Team Leader/Technical Specialist in Schedule A of this Agreement.

BAI Communications means BAI Communications Pty Ltd in respect of any employee of BAI Communications Pty Ltd within the classifications outlined in Schedule A of this Agreement.

BAI Communications Pty Ltd means BAI Communications Pty Ltd (ACN 086 048 562).

CEPU means the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia.

Core Hours means 7am to 7pm Monday to Friday.

Employee means an employee who is employed directly by BAI Communications in a classification set out in Schedule A of this Agreement.

FW Act means the Fair Work Act 2009 (Cth) as amended from time to time.

FWC means Fair Work Commission.

Immediate Family includes:

- (a) spouse (including former spouse, defacto spouse, former defacto spouse, same sex partner);
- (b) child (includes adopted child, step-child, ex-nuptial child or adult child);
- (c) parent, grand-parent, grand-child, sibling, or in-law; or
- (d) foster or guardian relationship.

and shall take into account cultural differences.

Long Service Leave Act means the long service leave legislation in the state or territory where the Employee is employed.

Minimum Payment Period means:

- (a) in the case of Remote Support - one hour; and
- (b) in the case of Attendance Support - five hours.

Monthly Pay means an Employee's monthly pay as calculated in clause 16.

National Employment Standards means Divisions 3 to 12 of Part 2-2 of the FW Act.

Office means:

- (a) the district office as set out in the Employee's letter of offer; or
- (b) the Employee's normal place of work.

On-Call Roster is the roster established by BAI Communications for the purposes of clause 29.

Ordinary Hours of work means the actual working hours within the offer of employment that has been agreed between BAI Communications and the Employee to be the Employee's normal and regular hours of work.

OTE means ordinary time earnings as defined by the Australian Taxation Office's Superannuation Guarantee Ruling SGR 2009/2 as varied or replaced from time to time.

Parties means the parties referred to in clause 2.

Reconciliation has the meaning given to it in clause 27.9.

Regular Monthly Hours for a calendar month means the number of Working Days in that month multiplied by nine.

Remote Support is where a BA Technician responds to a fault call, outside of Core Hours, from the Network Operation Centre by means of remote access or by telephone direction or advice and is not required to return to a work place/site.

Saturday Shift means any shift during the 24 hour period commencing midnight Friday to midnight Saturday.

Scheduled Maintenance means planned maintenance work performed by a BA Technician.

Seven Day Shiftworker means an Employee regularly rostered to work on Sundays and public holidays.

Standard superannuation contributions refers to the statutory superannuation guarantee contribution

Sunday Shift means any shift during the 24 hour period commencing midnight Saturday to midnight Sunday.

Superannuation Incentive Scheme has the meaning given to it in clause 19.

Support means:

- (a) Remote Support; or
- (b) Attendance Support.

TOIL means time off in lieu of payment in accordance with clause 30.

Tower Climbing Activities means climbing on transmission towers in order to work on BAI Communications equipment.

Wellbeing Allowance means an allowance of up to \$300 per calendar year allocated to each Employee to contribute to gym visits and gym membership.

WHS means work health and safety

Working Days means the number of days in a calendar month less Saturdays, Sundays and public holidays.

PART B: Principles of employment

6 Recruitment

BAI Communications is committed to following a recruitment process based on merit that supports internal mobility wherever appropriate. All candidates need to undertake a pre-employment medical prior to commencing employment. The result of the medical assessment will be reviewed by BAI Communications and all offers of employment are subject to passing this medical assessment.

Full details can be found in the Recruitment Policy and Procedures (as amended from time to time).

7 Contract of employment

Employees can be engaged either on a:

- (a) full-time or part-time ongoing basis subject to termination in accordance with the terms of this Agreement; or
- (b) full-time or part-time basis for a fixed term in accordance with a specified end date.

BAI Communications is under no obligation to extend or renew a fixed term contract, however, BAI Communications may choose to extend a fixed term Employee for a further period conditional upon the total period of engagement being less than three years.

BAI Communications may choose to convert a fixed term Employee, at the end of their period of engagement, to an ongoing permanent Employee where the fixed term position totals a duration of 12 months or longer.

Employees will generally be employed as ongoing employees, subject to the satisfactory completion of the period of probation.

8 Probation

For appointments of 12 months or longer duration, every Employee shall, upon commencement of employment, be appointed on probation for a period of six months. For appointments of less than 12 months, BAI Communications will determine an appropriate probationary period, and notify the Employee in writing prior to the commencement of employment.

Apprentices will be appointed on probation for a period of three months; this period can be extended by a further three months if the Apprentice does not meet the required standards for the position.

The purpose of the probationary period is to ascertain whether the conduct and work performance of the Employee meets the required standards for the position. Following appropriate discussion and documentation, at the conclusion of the probationary period the relevant manager will confirm or terminate the appointment in writing with one week's notice or pay in lieu of notice.

9 Skills Development and Career Progression

BAI Communications encourages Employees to undertake personal development to enhance skills and personal effectiveness, in line with personal development plans and BAI Communications strategic and operational needs.

BAI Communications may, in its discretion, provide an Employee with appropriate training:

- on commencement with BAI Communications;
- for the use of new equipment and technology;
- to enhance an Employee's professional skills for new job requirements; and
- to skill an Employee for career progression.

For an Apprentice to progress through the four year apprentice (BTA) structure all TAFE competencies and on the job training competencies must be met. The Apprentice will be assessed by a qualified technician. At the end of the four year apprenticeship, progression assessments from Year Four Apprentice (BTA4) to the BT2 Level will be conducted.

Promotion to the BT2 level at the end of the four year apprenticeship will be subject to the successful completion of probation, the ability to manage on call, pre-requisite training, supervisor reports, a skills assessment and a suitable BT2 position existing.

Progression Assessments from BT2 to BT3 will be conducted twice a year. Progression Assessments from RBT2 to RBT3 will be conducted twice per year. These processes include a skills assessment, interview and technical ability test and will form part of the employee performance management process in HR Central.

Progression to a 'Team Leader' BT4 position will be subject to a vacancy which will be identified and communicated by BAI Communications. BT2 and BT3 technicians will be invited to express their interest in the position at this time and an assessment of the skill levels will be conducted to appoint the most meritorious person to the vacancy.

Progression to a 'Technical Specialist' BT4 position is open to BT3 technicians and is subject to Regional Manager recommendation. An external skills assessment, interview and proof of technical ability test will take place. This will form part of the employee performance management process in HR Central.

10 Training

Employees may be required to attend specific training, as directed by their District Supervisor or Regional Manager. Travel to training, or training attended outside of Core Hours, must be approved by the District Supervisor.

Where a BA Technician travels to training, or attends training hours will be banked in accordance with clauses 27.6, 27.7 or 27.8.

11 Consultation about major work place change

Consultation about Major work place change

If BAI Communications has made a definite decision to introduce a major change to the organisation, structure, or technology of BAI Communications and the change is likely to have a significant effect on Employees, BAI Communications must notify the Employees who may be affected by the major change (**Relevant Employees**) of the decision to introduce the major change. The Relevant Employees may appoint a representative for the purposes of the consultation.

A major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of BAI Communications workforce or to the skills required of Employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

As soon as practicable after making its decision, BAI Communications must discuss with the Relevant Employees and their representative (if any):

- the introduction of the change; and
- the effect the change is likely to have on the Relevant Employees; and
- measures BAI Communications is taking to avert or mitigate the adverse effect of the change on the Relevant Employees.

For the purposes of the discussion BAI Communications must provide, in writing, to the Relevant Employees:

- all relevant information about the change including the nature of the change proposed; and
- information about the expected effects of the change on the Relevant Employees; and
- any other matters likely to affect the Relevant Employees.

However, BAI Communications is not required to disclose confidential or commercially sensitive information to the Relevant Employees or their representatives unless suitable confidentiality arrangements are made with BAI Communications.

BAI Communications must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

Site Transfers

BAI Communications may, after consultation with an Employee, and with not less than four weeks' notice to the Employee, require the Employee to temporarily transfer from one location to another according to the reasonable operational needs of BAI Communications. BAI Communications shall reimburse the Employee for reasonable actual expenses incurred in any such transfer providing such expenses have the prior approval of BAI Communications. Where a permanent transfer is required, this transfer will be by agreement with the affected Employee.

12 Flexibility Term

BAI Communications and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to meet the genuine needs of BAI Communications and the Employee. An individual flexibility arrangement may vary the effect of the following terms of the Agreement:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances; and
- leave loading

An individual flexibility arrangement must be genuinely agreed to by BAI Communications and the Employee. BAI Communications must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the Employee would be if no arrangement was made.

BAI Communications must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of BAI Communications and the Employee; and
- (c) is signed by BAI Communications and the Employee, and if the Employee is under 18 years of age it must also be signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

BAI Communications must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

BAI Communications or the employee may terminate the individual flexibility arrangement by giving written notice, in accordance with the notice requirements of the FW Act, to the other party to the arrangement. If BAI Communications and Employee agree in writing to terminate the individual flexibility arrangement, it can be terminated at any time.

PART C: Classifications and Salary

13 Classification structure

A 5 band classification structure of broadcast technician positions has been agreed between the Parties.

- Apprentice Technician – BTA1 – BTA4
- Broadcast Technician – BT1
- Broadcast Technician – BT2
- Broadcast Technician – BT3
- Broadcast Technician – BT4 Team Leader/Technical Specialist

Refer to Schedule A: Work-band descriptors and Schedule B: Rates of pay.

14 Competency descriptors

The agreed competencies and work band standards for each of the classification bands are shown in Schedule A: Work-band descriptors. The Parties agree to monitor the use of the descriptors. If further development are required, it will be done by the Field Services Human Resources Advisor and Regional Managers.

15 Salary Structure and Rates of Pay

The rates of pay for Employees shall be in accordance with the appropriate classification and rate of pay in Schedule B: Rates of Pay.

The annual salary rate of pay for a BA Technician is an "all in" annualised salary, which is paid in satisfaction of:

- 38 hours ordinary hours per week; and
- 7 reasonable additional hours per week.

On commencement of this Agreement (see clause 2) the rates of pay in Schedule B shall apply, with the appropriate rate for the "*Rate of Pay July 2017*" column (**July 2017 Rate**) to take effect on and from the first full pay period to commence on or after 1 July 2017. This means that in the first full pay period following the date of commencement of the Agreement, BAI Communications shall include a payment that represents the difference between the salary paid to an Employee and the appropriate July 2017 Rate for time worked, for the period from 1 July 2017 or some later date if an employee commenced employment with BAI Communications after 1 July 2017, until the commencement of the Agreement. Any unpaid leave during this period will taken into account (i.e. paid leave will be included for the purpose of determining the amount to be paid, and unpaid leave will not be included).

This payment is to be made in addition to the Employee's Monthly Pay for that pay period and is subject to tax.

16 Method of salary payment

Employee's salaries are paid monthly by electronic funds transfer to a nominated account(s) with a financial institution of his or her choice located in Australia. All Employees will be paid monthly.

BA Technician

The monthly rate of pay is determined by applying the following formula:

$$\text{Monthly Pay} = \text{Annual Salary} / 12$$

The hourly rate of pay is based on a standard day (9 hours) and is determined by applying the following formula:

$$\text{Base Salary Hourly Rate} = (\text{Annual Salary}/52) / 45$$

17 Salary for part-time Employees

The salary for part-time Employees will be calculated according to hours worked, on a pro-rata basis.

18 Apprentices

Apprentices will be paid in accordance with the year of their apprenticeship as set out in Schedule B.

19 Superannuation

BAI Communications will make superannuation contributions for the benefit of Employees, to a superannuation fund nominated by the Employee, at the minimum level that BAI Communications is required to make under superannuation guarantee legislation based on the Employee's OTE.

Employees will be issued with a standard choice form to nominate a complying superannuation fund of their choice. This form should be completed and returned to the payroll department within 28 days of commencement of employment with BAI Communications.

Failure to provide such notice will result in superannuation contributions being placed in the default BAI Communications superannuation plan which, at the time of making this Agreement, is with AXA although this is subject to change from time to time at BAI Communications absolute discretion.

Employees may notify, in writing, any change in their choice of superannuation fund at intervals of not less than 12 months, by completing a standard choice form and forwarding to the payroll department.

In addition any Employee who is a member of a complying superannuation fund will be able to make personal contributions to superannuation by way of after-tax salary deduction or a sacrifice of gross (pre-tax) salary (subject to statutory limits).

Company Superannuation Incentive Scheme

In addition to compulsory superannuation contributions, BAI Communications offers a voluntary scheme which allows for Employees to make further voluntary superannuation contributions, and BAI Communications will pay a co-contribution to assist Employees in their retirement goals (**Superannuation Incentive Scheme**).

The Superannuation Incentive Scheme has an intake on 1 July each year. Employees must elect to join the Superannuation Incentive Scheme by notifying the payroll department in writing before the 1 July of that year.

Under the Superannuation Incentive Scheme, an Employee may choose to voluntarily contribute up to 5% of his or her OTE. These contributions will be deducted from the Employee's gross pay each month and credited to the Employee's superannuation fund. An Employee can change the amount they voluntarily contribute by notifying the payroll department in writing before the end of a financial year. The change will come into effect from the start of the next financial year. The amount an Employee voluntarily contributes to their superannuation scheme over the course of a financial year is the 'Employee's Year-End Voluntary Superannuation Contribution'.

BAI Communications will match the Employee's Year-End Voluntary Superannuation Contribution incrementally. In the first financial year in which the Employee has made a voluntary contribution, BAI Communications will pay funds equal to 20% of the Employee's Year-End Voluntary Superannuation Contribution into the Employee's superannuation account. Each year the % that BAI Communications will continue to pay will increase by 20% at each Anniversary Date from 1 July. In order to receive a co-contribution from BAI Communications for any financial year, the Employee must be employed by BAI Communications for the whole of that financial year.

For example:

Year of payment	BAI Communications contribution per annum	Employee's Year-End Voluntary Superannuation Contribution
1 July 2018	20% (\$100)	\$500
1 July 2019	40% (\$200)	\$500
1 July 2020	60% (\$300)	\$500
1 July 2021	80% (\$400)	\$500
1 July 2022	100% (\$500)	\$500

Payments are subject to the Employee still working for BAI Communications at the time payment is to be made. BAI Communications will deduct taxes and charges from any payments to the Employee's superannuation fund as required. BAI Communications superannuation co-contributions do not form part of the Employee's remuneration package.

PART D: Allowances, Travel and Meal Breaks

20 Travel and accommodation expenses

Where an Employee is required to perform duties on a location necessitating overnight accommodation, BAI Communications will organise and pay reasonable costs of accommodation, incidentals and meals for each day the Employee is accommodated at that location. Where this is not possible and Employees are required to make their own arrangements, BAI Communications will meet the Employee's expenses for reasonable costs of accommodation plus reasonable meals per day and reasonable incidentals where applicable.

Where an Employee is required to use his/her private vehicle on business for BAI Communications, and a BAI Communications vehicle is not available, the Employee shall be reimbursed for the costs of running and maintaining their private vehicle at the current rate of 0.74 cents per kilometre, at the approval of the Regional Manager.

Where an Employee is required to work on location, or multiple locations, for 3 nights or more within a pay period BAI Communications will pay the Employee an away-from-home allowance of \$19.60 for each weekday night (Monday to Friday inclusive), or \$40 for Saturday or Sunday evenings, in excess of three nights (non-consecutive) he or she is away from home. Payment will not be made for the first three nights. This away-from-home allowance is in addition to reasonable costs as outlined above.

The weekday away-from-home allowance will be increased in line with pay increases effective 1 July each year for the life of this Agreement. The pay increases are as per Schedule B, Note 1 of this Agreement. For the avoidance of doubt, the \$40 Saturday and Sunday away-from-home allowance will not change throughout the term of this Agreement.

21 Work-related expenses

In addition to travel and accommodation expenses dealt with at clause 20 above, upon production of satisfactory evidence, BAI Communications will meet reasonable requests for the reimbursement of expenses incurred by Employees in performing their duties. This will require the prior agreement of the Regional Manager.

Laptop computers and mobile telephones will be supplied for work use and are to be returned to BAI Communications in good working order upon the cessation of an Employee's employment or earlier upon request.

22 Northern Territory remote locality allowance

Employees who are employed in the Northern Territory are entitled to a 6% allowance on their "all in" annualised salary. This is to assist with the additional costs and inconvenience of living and working at such a location.

The amount of the allowance paid under this clause 22 may be adjusted, at the discretion of BAI Communications, on 1 July of each financial year during this Agreement.

23 Wellbeing allowance

All or part of the Wellbeing Allowance will be accessible as a reimbursement upon production of a receipt issued for an eligible item. Eligible items include casual visits to a gym and gym membership.

How to claim?

The Wellbeing Allowance is to be claimed through the payroll system and not through the use of BAI Communications credit cards. Allowances can be claimed throughout the year by completing the "*Company Fitness Allowance Approval Form*". The form must be completed with all the relevant details along with original receipts for each claim. Once completed, approval must be sought from the District Supervisor and Human Resources. Approved claims will then be given to payroll by Human Resources for reimbursements to be made in the Employee's monthly salary. Reimbursement of claims will be no more than \$300 in any one calendar year.

24 Climbing allowance

An Employee will be entitled to a climbing allowance in the amount of \$92.73 per calendar month where:

- (a) the Employee holds the relevant climbing qualification to be an authorised member of the BAI Communications climbing database; and
- (b) the Employee has engaged in Tower Climbing Activities during that calendar month.

The climbing allowance will apply on a monthly basis regardless of the number of tower climbs the Employee has undertaken during that calendar month.

25 Meal breaks

An Employee shall not be compelled to work more than five hours without a paid 30-minute break for a meal. However, by mutual agreement between BAI Communications and the Employee, an Employee may work up to six hours without a break for a meal.

26 Essential Customer Servicing

In order to satisfy essential customer servicing requirements, BAI Communications requires all Employees to remain, as far as practicable, contactable outside of ordinary hours of work. This is to supply support for their colleagues who are on-call, or in emergency situations, apart from when on approved leave.

In any scheduling arrangement, BAI Communications will have regard to the ability of the Employees to be at or to remotely access the worksite within a timeframe which meets its particular business needs.

PART E: Working Hours - BAI Communications Technicians

27 Weekly and Monthly Hours

- 27.1 Ordinary Hours of work are the actual working hours within the offer of employment that has been agreed between BAI Communications and the Employee to be the employee's normal and regular hours of work. Any hours worked in excess of these ordinary hours are calculated in accordance with this clause 27.
- 27.2 BA Technicians will work 38 ordinary hours plus seven reasonable additional hours per week, as required by the BA Technician's District Supervisor.
- 27.3 BAI Communications will pay each BA Technician the Monthly Pay every month. Where a BA Technician is not employed for an entire month, he or she will receive pro-rata Monthly Pay for that month.
- 27.4 To ensure each BA Technician is paid in accordance with clause 27.3, BAI Communications will operate an Hour Bank for each BA Technician.
- 27.5 Excluding the circumstances in clauses 27.6, 27.7 and 27.8, all time worked by a BA Technician will be credited as time in his or her Hour Bank
- 27.6 All time worked by a BA Technician:
- (a) between the hours of 7pm and 12am;
 - (b) on Saturday;
 - (c) without a minimum rest break as required by clause 31.5
- will be multiplied by 1.5 and credited as time in his or her Hour Bank.
- 27.7 All time worked by a BA Technician on a public holiday will be multiplied by 2.5 and credited as time in his or her Hour Bank.
- 27.8 All time worked by a BA Technician:
- (a) on a Sunday; or
 - (b) between 12am and 7am,
- will be multiplied by 2 and credited as time in his or her Hour Bank.
- 27.9 At the end of every calendar month BAI Communications will pay each BA Technician for the Regular Monthly Hours for that calendar month and reduce the number of hours in each BA Technician's Hour Bank by the Regular Monthly Hours (**Reconciliation**).
- 27.10 If following the Reconciliation, a BA Technician has a positive amount of time in his or her Hour Bank he or she will be:
- (a) paid out for that time at his or her Base Salary Hourly Rate (as determined by clause 16); or
 - (b) credited with the equivalent amount of TOIL for that time, up to a maximum of 45 hours (in accordance with clause 30). Any remaining balance will be paid out in accordance with clause 27.10 (a).

such that the amount of time in the BA Technician's Hour Bank will be reduced to zero.

- 27.11 Any time worked by BA Technician can only be credited once under clauses 27.6, 27.7 or 27.8 and with one multiple attached

28 Daily Commencement and Completion Times

When not travelling or working nights, a BA Technician will be expected to attend the Office for up to 9 hours during the Core Hours. Regular start and finish times will be agreed between the BA Technician and his or her District Supervisor taking into account the needs of the business and the BA Technician's personal circumstances.

Where a BA Technician is to work hours additional to 9 hours a day these hours must be approved by his or her District Supervisor in advance.

29 Call outs

- 29.1 All BA Technicians are required to participate in the On-Call Roster to respond to emergency, remote monitoring and/or breakdown work outside of the Core Hours. It is expected that when 'On-call' Employees will be able to respond to all situations within the response times as outlined in the Field Services Quality Manual.
- 29.2 On-call allowance:
- (a) with the exception of public holidays between Monday-Friday, a BA Technician will be paid an On-call allowance of \$65.32 for each day when he or she is 'on-call'.
 - (b) with the exception of public holidays, a BA Technician that is 'On-call' on a Saturday or Sunday will be paid an On-call allowance of \$73.80 for each Saturday or Sunday when he or she is 'On-call'.
 - (c) where a BA Technician is 'On-call' on a public holiday, he or she will be paid an On-call allowance of \$130.66 per day on the actual day considered a public holiday and any substituted public holiday as granted by the State/Territory where the Employee ordinarily performs duty.

The On-call allowance will be increased in line with pay increases effective 1 July each year for the life of this Agreement. The pay increases are as per Schedule B, Note 1 of this agreement.

- 29.3 Where a BA Technician provides Support the amount of 'time worked' for the purpose of clauses 27.6, 27.7 or 27.8 will be the Minimum Payment Period (in accordance with the definition of minimum payment period contained within the definitions section of this agreement). Where a BA Technician provides Support, outside of Core Hours, for longer than the Minimum Payment Period; or where the work is continuous with Core Hours the amount of 'time worked' for the purpose of clauses 27.6, 27.7 or 27.8 will be the actual time worked.
- 29.4 Where a BA Technician is not on 'on-call' he or she may be directed by the Regional Manager/District Supervisor provide Support. Where a BA Technician is so directed, and provides Support, he or she will be entitled to the benefits under clause 29.3.

30 Time off in Lieu (TOIL)

- 30.1 A BA Technician may elect, with the consent of BAI Communications, to be credited with TOIL where he or she has a positive balance in his or her Hour Bank following a Reconciliation.
- 30.2 TOIL must be taken during Core Hours at a time or times agreed between the BA Technician and BAI Communications.
- 30.3 A BA Technician may, with the approval of BAI Communications, take between 4.5 and 45 hours of TOIL at any one time.
- 30.4 TOIL must be taken in the calendar month following the month the TOIL was credited in accordance with clause 30.1.
- 30.5 In the event that TOIL is not taken in accordance with clause 30.4 the BA Technician will be paid out for that time at his or her Base Salary Hourly Rate (as determined by clause 16).

31 Scheduled Maintenance / Planned outage

- 31.1 BAI Communications may require a BA Technician to perform Scheduled Maintenance outside of Core Hours.
- 31.2 Where a BA Technician is required to perform Scheduled Maintenance which commences between the hours of 12am and 5am the amount of 'time worked' for the purpose of clauses 27.6, 27.7 or 27.8 will be a minimum of five hours. Where a BA Technician performs Scheduled Maintenance for longer than five hours, or where the work is continuous with Core Hours, the amount of 'time worked' for the purpose of clauses 27.6, 27.7 or 27.8 will be the actual time worked.

Rest Breaks

- 31.3 A BA Technician is entitled to a minimum of 9 continuous actual hours between the completion of one period of work and the next period of work. If a BA Technician is required or wishes for operational reasons to return to work before a minimum of 9 continuous actual hours has been taken, then they may, providing the return to work is mutually agreed with their Team Leader or District Supervisor.
- 31.4 When ending a period of work at a BA site that is not the BA Technicians regular place of work i.e. when BA Technicians are working at other BA sites, if the drive time home or back to their regular place of work is less than 2 continuous actual hours and the drive home has been fatigue risk assessed by the BA Technicians Team Leader or District Supervisor, the BA Technician may either drive home or back to their regular place of work provided that the total continuous actual work and drive time of any one period of work does not exceed 12 continuous actual hours in total. The fatigue risk assessment must be conducted in conjunction with the BA Technicians Team Leader or the District Supervisor. If the BA Technicians Team Leader or District Supervisor is not available to conduct the fatigue risk assessment, then the shift must cease. From time to time, BAI Communications may require BA Technicians to undergo a fatigue risk assessment as determined by representatives of the organisation and or as the related codes of practice, company policies and procedures related to health and safety requirements specify.

- 31.5 Where a BA Technician is required to return to rostered duty or Scheduled Maintenance without a minimum 9 continuous actual hours break, all time worked during Core Hours will be 'time worked' for the purposes of clause 27.6. Any requirement to return to, or continue, rostered duty or Scheduled Maintenance prior to the completion of the 9 continuous actual hours break must be approved by the District Supervisor.

PART F: Leave

32 Annual leave

Full-time Employees are entitled to 20 working days annual leave (that is, four weeks) for each year of continuous employment. Part-time Employees are entitled to a pro-rata entitlement.

Upon completing six years of continuous employment with BAI Communications an Employee's annual leave entitlement will increase by five annual leave days per year up to a maximum of 25 working days annual leave (that is, five weeks). The increased annual leave entitlement will apply as of the seventh year of employment and thereafter. Part-time Employees are entitled to this additional entitlement upon a pro-rata basis. The entitlement will re-set if the Employee ceases to work for BAI Communications.

All annual leave taken by a BA Technician in accordance with this clause will be counted as 'time worked' for the purposes of clause 27.5. Where a BA Technician takes a full day of annual leave he or she will be credited with 9 hours of 'time worked' for the purposes of clause 27.5.

Payment of Annual leave for shift arrangements

An Employee who works for 12 months as a Seven Day Shift Worker and is regularly rostered to work on Sundays and public holidays will be entitled to an additional week of annual leave.

Where an Employee with 12 months' continuous service is engaged for part of the 12 month period on Seven Day Shift Work, the Employee will have their annual leave increased by half a day for each month the Employee is continuously engaged on Seven Day Shift Work.

Arrangements for annual leave

Annual leave will be taken at times agreed between BAI Communications and the Employee taking into consideration the needs of the business.

Annual leave accruals should be taken within 12 months of becoming due. This period may be extended by agreement between BAI Communications and an Employee.

BAI Communications may direct the Employee to take accrued annual leave:

- (a) for a period in which BAI Communications shuts down its business or any part of its business where the Employee works; or
- (b) if the Employee's annual leave entitlement accumulates beyond 25 days, BAI Communications may direct the Employee to take up to one quarter of that accrued annual leave.

Employees may agree with BAI Communications, in writing, to cash out a period of their accrued annual leave, provided that cashing out such leave would not result in the Employee's remaining accrued entitlement being less than four weeks.

Where a public holiday falls during a period of annual leave, an Employee will be taken not to be on paid annual leave on that public holiday.

33 Public holidays

An Employee will adhere to the public holidays as observed in the State/Territory where the Employee ordinarily performs duty.

34 Personal and Carer's Leave

Full-time Employees shall be entitled to 10 days paid personal/ carer's leave each year, which may be taken as sick leave or carer's leave in accordance with the National Employment Standards. Part-time employees shall receive this entitlement upon a pro-rata basis.

Personal/carer's leave accrues progressively during a year of service. The Employee is entitled to up to 2 days of unpaid carer's leave when he or she has exhausted paid leave entitlements in accordance with the National Employment Standards.

Any personal/carer's leave entitlement not taken in any year may be taken in another year. Any accumulated and untaken personal/carer's leave is forfeited on termination of employment.

If an Employee will be absent from work due to illness or injury or in order to care for a member of the Employee's Immediate Family or household, the Employee must advise their Manager prior to the Employee's regular starting time, or as soon as reasonably practicable.

As far as is practical, an Employee will notify BAI Communications of his/her inability to attend work because of illness or injury at least one hour before the commencement of his/her next scheduled starting time. This notice must include the nature of the illness, or injury, (if known) and the estimated duration of absence.

Certification requirements

An Employee may be required to provide a medical certificate or other evidence that would satisfy a reasonable person that personal and/or carer's leave is being taken in a manner consistent with the purpose for which it is intended.

35 Compassionate Leave

Permanent and part-time Employees are entitled to 3 days of paid compassionate leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household dies or contracts a personal illness or injury that poses a serious threat to his or her life.

36 Long-service leave

The BAI Communications shall at all times provide at least the minimum statutory entitlement, in accordance with the relevant Long Service Leave Act. Long service leave may be taken in conjunction with annual leave, or may be taken in one or more periods at such time or times agreed by the Employee and BAI Communications. Employees will be entitled to take long service leave on a pro-rata basis in accordance with the relevant Long Service Leave Act. In any event, BAI Communications will allow Employees to exercise the pro-rata option after a minimum of 7 years continuous employment even where the relevant Long Service Leave Act requires the Employee to be employed for longer than 7 years. However, on termination or leaving the employment of BAI Communications for whatever reason the payments will be made in accordance with the relevant Long Service Leave Act of that state. All BAI Communications employees are entitled to apply for unpaid leave. Further to this, unpaid leave can be taken back to back with any long service leave period. Approval of unpaid leave is at the discretion of the company.

37 Parental leave

Parental leave entitlements will be in accordance with the National Employment Standards. Parental leave is used to describe maternity leave, paternity leave or adoption leave.

An Employee who has become a new parent, either through birth or adoption and is not the primary caregiver, nor has ever been the primary caregiver, is entitled to 5 days paid leave to be taken at any time during the period they qualify for unpaid leave.

Employees who are the primary care giver of their new baby or adopted child are entitled to 52 weeks unpaid parental leave if they have worked continuously for BAI Communications for 12 months or longer.

Employees on parental leave have a right to return to their job, or an equivalent job in pay and status if their job no longer exists, at the completion of their leave.

An Employee who takes 12 months unpaid parental leave may request BAI Communications to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period.

The request must be in writing, and must be given to BAI Communications at least 4 weeks before the end of the available parental leave period.

BAI Communications must give the Employee a written response to the request stating whether it grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made. BAI Communications may refuse the request only on reasonable business grounds.

38 Flexible working arrangements

Any permanent Employee with at least 12 months continuous service with BAI Communications and is either:

- (a) the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) a carer (within the meaning of the Carer Recognition Act 2010);
- (c) suffering from a disability;
- (d) 55 years of age or older;
- (e) experiencing violence from a member of the employee's family; or
- (f) carer or support to a member of the employee's Immediate Family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

may request flexible working arrangements. BAI Communications may refuse the request only on reasonable business grounds.

39 Defence services leave

Any Employee of BAI Communications belonging to the reserve defence forces will have unpaid leave approved for mandated training. At the conclusion of any period of Defence Services Leave, an Employee is required to provide their District Supervisor and HR representative with a certificate signed by their commanding officer verifying their attendance.

40 Emergency services leave

Any Employee who is a volunteer worker with a recognised emergency services organisation will be granted up to five days leave with pay to fulfil his or her duties in relation to an emergency situation he or she is required to attend. This leave is not available for ongoing duties on a non-emergency roster.

41 Jury service

Leave of absence with full pay will be granted by the Regional Manager and HR representative to enable an Employee to attend Court as a juror.

42 Part-time Employees

Part-time Employees, in agreement with their manager and taking account of business needs, will work set days each week. For part-time Employees, pro rata conditions will apply for all leave.

43 Counselling services

An Employee is entitled to four BAI Communications-funded confidential counselling visits per year with Davidson Trahaire Corpsych. This counselling may be related to personal, work-related or family issues.

Part G: Disciplinary action, termination and dispute resolution

44 Termination of employment

Notice of Termination by BAI Communications

In order to terminate the employment of an Employee, BAI Communications must give one month's notice or payment in lieu of notice. If the Employee is over 45 years old and has completed at least two years continuous service with BAI Communications, then BAI Communications must give an additional one week's notice or payment in lieu of notice.

Requests for time off during the notice period are subject to approval by Broadcast Australia.

The period of notice in this clause 44 shall not apply in the case of dismissal for conduct that justifies summary dismissal or in the case of Employees serving a probationary period.

Notice of Termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required of BAI Communications, except that there is no additional notice based on the age of the Employee concerned. If an Employee fails to give notice, BAI Communications has the right to withhold moneys that are due to the Employee, to a maximum amount equal to the rate of pay for the period of notice. The Employee shall give such notice in writing. Long service leave cannot be taken during the notice period.

45 Redundancy entitlements

Definition

Redundancy is where a position is no longer required to be performed as a result of:

- (a) the closing down or reorganisation of the whole or part of BAI Communications operations or by amalgamation of Broadcast Australia's operation with another organisation;
- (b) the adoption of changed business practices;
- (c) technological change, changes to business levels; or
- (d) the duties usually performed by the Employee are to be moved to an interstate location and the Employee is unable to perform the duties at the new location.

An Employee shall not be deemed redundant if:

- (a) immediately prior to termination he/she was employed on a fixed or maximum term basis; or
- (b) immediately prior to termination he/she was employed on a fixed or maximum term basis and the termination occurs on the expiry of the fixed term; or
- (c) he/she has voluntarily retired under provisions of a pension or superannuation scheme; or
- (d) he/she is offered suitable alternative employment.

In cases of redundancy, BAI Communications undertakes to consult with affected staff members at the first available opportunity.

For permanent Employees six weeks' salary will be paid for the first complete year of service (pro-rated for service of less than one year), plus two weeks' salary for each additional complete year of service (pro-rated for service of less than a complete additional year), up to a maximum of 44 weeks' salary.

Redundancy payments for Employees on fixed term contracts shall be paid on the same basis as for permanent Employees; or shall be equal to their salary for the remainder of the term of the fixed term contract; whichever is the lesser.

Any redundancy payments made under this clause 45 are inclusive of the periods of notice specified in clause 44. BAI Communications will consult with the Employees and their representative prior to initiating redundancies.

Selection process

Where selection for retrenchment is necessary, because the number of Employees in like positions needs to be reduced, selection will be based on matching performance and skills of Employees with the ongoing business need. The primary factors for selection for retention will be performance and skills. Where possible, BAI Communications will also consider the preferences of affected Employees.

46 Dispute Resolution Procedure

The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement, and disputes in relation to the National Employment Standards, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

In the event of a dispute arising the Parties agree that the following dispute resolution procedure will be followed and normal work shall continue as usual whilst the process is occurring and the status quo that existed prior to the dispute arising will remain.

<p>STEP 1 Employee and Immediate Supervisor e.g. District Supervisor</p>	<p>In relation to any matter that may be in dispute between BAI Communications and an Employee regarding the Agreement, Broadcast Australia and the Employee will attempt to resolve the matter at the workplace level.</p> <p>This will involve the Employee and his or her immediate supervisor discussing the matter in an attempt to resolve the matter.</p> <p>Where the attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the Employee and their immediate supervisor would be inappropriate, then:</p>
<p>STEP 2 Employee, Immediate Supervisor and Senior Manager</p>	<p>The Parties may arrange further discussions involving other managers at a more senior level (e.g. Regional Manager or National Field Services Manager).</p> <p>Both parties agree to the right of BAI Communications or Employee to appoint another person to represent, or assist them in settling the matter at the workplace level. If the matter cannot be resolved at the workplace level, then:</p>

STEP 3 Employee, Senior Manager and HR Representative	If the matter remains unresolved insofar as either party is concerned, the Human Resources Representative will be notified and will attempt to resolve the dispute or claim.
STEP 4 External mediation	If both Parties agree, a dispute may be referred to mediation with a mutually agreed independent person or organisation. If a matter is referred to mediation, both parties must participate in the mediation process in good faith. BAI Communications will cover the costs of the mediation process if both parties continue to meet the requirement to mediate in good faith.
STEP 5 Fair Work Commission	If the matter is not settled between the Employee and Broadcast Australia, either Party may submit the matter to FWC for conciliation.

Notes:

- An Employee may contact their representative at any stage during this process to obtain advice in relation to this procedure;
- Senior Manager means the Regional Manager or National Field Services Manager.

PART H: Declaration and signatories

47 Declaration

The Parties acknowledge that:

- (a) this Agreement is made under the FW Act; and
- (b) by signing below, the Parties signify their agreement to its terms

48 Signatories

<p>SIGNED</p> <p>Name: Caren Schadel / <i>Samantha Roberts</i> Title: Human Resources Manager BAI Communications Address: Level 10, Tower A, 799 Pacific Highway Chatswood NSW 2067 Signed: <i>Samantha Roberts</i> Date: 19/2/18</p> <p>A person authorised by BAI Communications Pty Ltd (ACN 086 048 562) to sign this Agreement on its behalf.</p>	<p>WITNESSED</p> <p>Name: <i>Jennifer Cashick</i> Signed: <i>Jennifer Cashick</i> Date: 19/2/18</p>
<p>SIGNED</p> <p>Name: <i>Greg Kayler</i> Title: CEPU National Secretary Address: ACTU building 365 Queen St, Melbourne VIC 3000 Signed: <i>Greg Kayler</i> Date: 20/2/18</p> <p>Signed for and on behalf of the CEPU Authorised under the CEPU's rules to sign industrial agreements</p>	<p>WITNESSED</p> <p>Name: <i>David Smithwick</i> Signed: <i>David Smithwick</i> Date: 20/2/18</p>

Schedule A: Work-band descriptors

The skills and experience levels outlined below are indicative only as more detailed skills/experience and performance criteria are currently being developed. Each band builds on the previous band.

BTA – Broadcast Technician Apprentice

Job responsibilities include but are not limited to;

- Assists a skilled Broadcast Technician at the scene of jobs
- Participates as an apprentice in the installation, maintenance, and repair of broadcast and communication equipment
- Assist the technical teams in conducting Preventive and Fault Maintenance
- Participates in District activities including site facility management as directed
- Implements appropriate service restoration actions and escalates technical issues to field callout technicians
- Provide written and verbal reports to the Network Operations Centre as required
- Carries out office and site housekeeping and field support activities as required
- Undertakes necessary broadcast training as well as work health and safety and EMR awareness
- Undertakes all activities in line with the BA Group WHS Policy. Report all incidents according to the procedures, promptly and clearly with all the required detail
- Adopts a working style in line with the BA Business Values
- As part of this apprenticeship they will complete the Certificate III Electronics and Communications qualification

Skills and Experience

- No previous experience on broadcast equipment
- Has sound interpersonal skills including the ability to liaise with others and a proven ability to work as part of a team
- Completed Year 12 with high achievement or equivalent in English, Mathematics and Science (preferably with Physics content)
- Full Current Drivers Licence
- Demonstrates an ability to learn in a rapidly changing technological environment

Core Competencies

- **Written Communications;** is able to write clearly and succinctly in a variety of communication settings and styles; can get messages across that have the desired effect
- **Problem Solving;** Uses rigorous logic and methods to solve difficult problems with effective solutions; probes all fruitful sources for answers; can see hidden problems; is excellent at honest analysis; looks beyond the obvious and doesn't stop at the first answers
- **Technical Learning;** Picks up on technical things quickly; can learn new skills and knowledge; is good at learning new industry, company, product, or technical knowledge; does well in technical courses and seminars
- **Composure;** Is cool under pressure; does not become defensive or irritated when times are tough; is considered mature; can be counted on to hold things together during tough times; can handle stress; is not knocked off balance by the unexpected; doesn't show frustration when resisted or blocked; is a settling influence in a crisis
- **Action Oriented;** Is action oriented for the things that he/she sees as challenging; not fearful of acting with a minimum of planning; seizes opportunities when they arise
- **Patience;** Is tolerant with people and processes; listens and checks before acting; tries to understand the people and the data before making judgements and acting; sensitive to due process; follows established process

BT1 – Entry Technician

Job responsibilities include but are not limited to;

- Responds effectively to on-the-job training with various team members in service restoration, corrective and preventative maintenance of our client's transmission systems and infrastructure.
- With on-the-job training, will be on-call when skills and experience have developed
- Fully aware of work health and safety processes and EMR awareness
- Participates in the installation, maintenance, and repair of broadcast and communication equipment
- Proof of Performance Testing – with on the job training and supervision is capable of completing performance tests on all equipment to prove contract compliance
- Participates in District activities including site facility management as directed
- Implements appropriate service restoration actions and escalates technical issues to field callout technician
- Provide written and verbal reports to the Network Operations Centre as required
- Carry out office and site housekeeping and field support activities as required
- Undertakes all activities in line with the BA Group WHS Policy. Reports all near misses, incidents according to the procedures, promptly and clearly with all the required detail.
- Adopt a working style in line with the BA Business Values

Skills and Experience

- Electronics Technician with RF experience and a background in maintenance of transmission equipment is preferred. However, the incumbent may be a qualified technician who may not have experience on broadcast equipment
- Current Drivers Licence
- Has sound interpersonal skills including the ability to liaise with others and a proven ability to work as part of a team
- Demonstrates an ability to learn in a rapidly changing technological environment
- Skilled in Apprentice Core Competencies

Core Competencies

- **Action Oriented;** Is action oriented for the things that he/she sees as challenging; not fearful of acting with a minimum of planning; seizes opportunities when they arise
- **Technical Learning;** Picks up on technical things quickly; can learn new skills and knowledge; is good at learning new industry, company, product, or technical knowledge
- **Decision Quality;** Makes good decisions based upon a mixture of analysis, experience and judgement; most of his/her solutions and suggestions turn out to be correct and accurate when judged over time; sought out by other for advice and solutions
- **Time Management;** Uses his/her time effectively and efficiently; concentrates his/her efforts on the more important priorities; gets more done in less time than others; can attend to a broader range of activities.
- **Relationships with peers;** Can quickly find common ground and solve problems for the good of all; can represent his/her own interests and yet be fair to other groups; can solve other problems with peers; is seen as a team player and is cooperative; easily gains trust and support of peers; encourages collaboration; can be candid with peers.

BT2 – Broadcast Technician

Job responsibilities include but are not limited to;

- Is part of the On-Call roster and is capable of completing on-call duties with minimal direction
- Competent in service restoration – responds effectively to service outages, acts independently to restore services promptly so that service availability and fault response requirements are met
- Corrective Maintenance – can repair complex equipment and systems using module replacement and component level repair techniques, with faulty equipment being brought to full operating status quickly and cost effectively
- Preventative Maintenance – completes scheduled maintenance work systematically – records and schedules repair of items requiring follow up attention to ensure completion of the work
- Proof of Performance Testing – capable of completing performance tests on all equipment to prove contract compliance
- Effectively manages and supervises contractors
- Undertakes all activities in line with the BA Group WHS Policy. Reports all near misses, incidents according to the procedures, promptly and clearly with all the required detail.
- Able to commission new sites on behalf of BAI Communications and its clients
- Adopt a working style in line with the BA Business Values

Skills and Experience

- Electronics Technician with RF experience and a background in maintenance of transmission equipment
- Holds a Diploma in Electronic engineering/electro-technology or be willing to undertake on-the-job training;
- Current Drivers Licence
- Has sound interpersonal skills including the ability to liaise with others and a proven ability to work as part of a team.
- Skilled in Apprentice Core Competencies

Core Competencies

- **Action Oriented;** Is action oriented for the things that he/she sees as challenging; not fearful of acting with a minimum of planning; seizes opportunities when they arise
- **Technical Learning;** Picks up on technical things quickly; can learn new skills and knowledge; is good at learning new industry, company, product, or technical knowledge
- **Decision Quality;** Makes good decisions (without considering how much time it takes) based upon a mixture of analysis, experience and judgement; most of his/her solutions and suggestions turn out to be correct and accurate when judged over time; sought out by other for advice and solutions
- **Time Management;** Uses his/her time effectively and efficiently; concentrates his/her efforts on the more important priorities; gets more done in less time than others; can attend to a broader range of activities.
- **Relationships with peers;** Can quickly find common ground and solve problems for the good of all; can represent his/her own interests and yet be fair to other groups; can solve other problems with peers; is seen as a team player and is cooperative; easily gains trust and support of peers; encourages collaboration; can be candid with peers.

BT3 – Senior Broadcast Technician

Job responsibilities include but are not limited to;

- BT2 job duties
- Is part of the On-Call roster and is capable of completing on-call duties with no direction
- Fully aware of all Field Services Procedures
- Performs the function of technical lead when working with other technicians or contractors
- Has a high level of customer service skills and is able to effectively represent BAI Communications to customers
- Effectively manages high impact faults and efficiently and effectively manages service restoration activities
- Is capable of managing more complex fault restoration
- Substantial knowledge of district sites
- Coaches and develops other technicians
- Undertakes all activities in line with the BA Group WHS Policy. Reports all near misses, incidents according to the procedures, promptly and clearly with the required detail.
- Adopts a working style in line with the BA Business Values

Skills and Experience

- Fully competent BT2 skills
- Skilled in Apprentice Core Competencies
- Fully aware of all Field Services Procedures
- Electronics Technician with RF experience and a background in maintenance of transmission equipment
- Holds a Diploma in Electronic engineering/electro-technology or have undertaken equivalent on-the-job training;
- Current Drivers Licence
- Has sound interpersonal skills including the ability to liaise with others and a proven ability to work as part of a team.
- Pass BT3 Assessment
- Coaching and training ability

Core Competencies

- **Action Oriented;** Is action oriented for the things that he/she sees as challenging; not fearful of acting with a minimum of planning; seizes opportunities when they arise
- **Technical Learning;** Picks up on technical things quickly; can learn new skills and knowledge; is good at learning new industry, company, product, or technical knowledge
- **Decision Quality;** Makes good decisions (without considering how much time it takes) based upon a mixture of analysis, wisdom, experience and judgement; most of his/her solutions and suggestions turn out to be correct and accurate when judged over time; sought out by other for advice and solutions
- **Time Management;** Uses his/her time effectively and efficiently; concentrates his/her efforts on the more important priorities; gets more done in less time than others; can attend to a broader range of activities.

- **Relationships with peers;** Can quickly find common ground and solve problems for the good of all; can represent his/her own interests and yet be fair to other groups; can solve other problems with peers; is seen as a team player and is cooperative; easily gains trust and support of peers; encourages collaboration; can be candid with peers.

BT4 – Technical Specialist

Job responsibilities include but are not limited to;

- BT3 job duties
- Reports to the BT4 – Team Leader
- Is part of the On-Call roster and is capable of completing on-call duties with no direction
- Leads and manages specialist projects with limited direction
- Coordinates the maintenance and performance of transmission systems and infrastructure to ensure risks to service availability are minimised and contractual service delivery targets are met
- Engages contractors and directs activities for site maintenance works
- Manage client assets, at district level, in accordance to Field Services Procedures
- In conjunction with the Team Leader and other Senior Technicians, respond promptly to requests for high level technical advice and assistance
- Maintain a specific focus on high impact faults in home District and provide technical support across all areas of Broadcast technology
- Ensure Training and Mentoring of Field Team members is a primary objective during District support activities
- Undertake specific investigations on Network Issues as required to ensure escalation to Project level, or rectification by the District accordingly
- Undertake specific investigations on open fault cases as required to ensure timely resolution by the District.
- Undertake specific activities or special projects with a national or network wide focus, as requested by the National Field Services Manager from time to time.
- Undertakes all activities in line with the BA Group WHS Policy. Reports all near misses, incidents according to the procedures, promptly and clearly with the required detail.
- Adopts a working style in line with the BA Business Values

Skills and Experience

- Fully competent BT3 skills
- Skilled in Apprentice and BT2 Core Competencies
- Defined expert knowledge and experience in specialised areas
- Extensive network experience and in Broadcasting Systems
- Pass BT4 Technical Assessment
- Proven coaching and mentoring and training ability

Core Competencies

- Apprentice and BT2 Core Competencies

- **Organising;** Can organise resources (people, funding, material, support) to get things done; can orchestrate multiple activities at once to accomplish a goal; uses resources effectively and efficiently; arranges information and files in a useful manner.
- **Developing Others:** Coaches and mentor the team through providing challenging and stretching tasks; holds frequent development discussions with the Team Leader and the team; is aware of each team member's areas of development; pushes team to accept development tasks; is a people builder.

BT4 – Team Leader

Job responsibilities include but are not limited to;

- As On-call requirements vary from district to district, this role may be required to perform part of the On-Call roster as and when required
- Coaches and develops other teams in specialised systems and processes
- Leads and manages specialist projects with limited direction
- Assigns and monitors tasks for members of the team in the delivery of preventative maintenance and fault maintenance
- Coordinates the maintenance and performance of transmission systems and infrastructure to ensure risks to service availability are minimised and contractual service delivery targets are met
- Assists the District Supervisor in development of systems, processes and personnel and provision of budgets
- Engages contractors and directs activities for site maintenance works
- Manage client assets, at district level, in accordance to Field Services Procedures
- Undertakes all activities in line with the BA Group WHS Policy. Reports all near misses, incidents according to the procedures, promptly and clearly with the required detail.
- Adopts a working style in line with the BA Business Values

Skills and Experience

- Fully competent BT3 skills
- Skilled in Apprentice Core Competencies
- Appropriate qualifications and skills in Broadcasting Systems
- Defined expert knowledge and experience in specialised areas
- Defined Leadership capabilities, with the ability to motivate and manage a team
- Project Management skills
- Proven coaching and mentoring and training ability
- Training skills

Core Competencies

- Apprentice and BT2 Core Competencies
- **Organising;** Can organise resources (people, funding, material, support) to get things done; can orchestrate multiple activities at once to accomplish a goal; uses resources effectively and efficiently; arranges information and files in a useful manner.

- **Motivating Others;** Creates a climate in which people want to do their best; can motivate many kinds of direct reports and team or project members; can assess each persons hot button and use it to get the best out of him/her; pushes tasks and decisions down; powers others; invites input from each person and shares ownership and visibility; makes each individual feel his/her work is important; is someone people like working with and for;
- **Building Effective Teams:** Blends people into teams when needed; creates strong morale and spirit in his/her team; shares wins and successes; fosters open dialogue; lets people finish and be responsible for their work; defines success in terms of the whole team; creates a feeling of belonging in the team.

Schedule B: Rates of pay

The following rates of pay apply under this Agreement.

It should be noted that the rates of pay outlined below from 1 July 2018 are based upon an annual 3% increase and are **provided for indicative purposes only**. Actual pay increased from 1 July 2018 will be based upon 3% or CPI + 1% whichever is greater in accordance with this Agreement:

Apprenticeship Scheme

BAI Communications SALARY BAND	Rate of pay effective from 1 July 2017	Rate of pay effective from 1 July 2018	Rate of pay effective from 1 July 2019	Rate of pay effective from 1 July 2020	Rate of pay effective from 1 July 2021
BTA1	\$45,508.70	\$46,873.96	\$48,280.18	\$49,728.58	\$51,220.44
BTA2	\$56,560.79	\$58,257.62	\$60,005.34	\$61,805.50	\$63,659.67
BTA3	\$68,263.03	\$70,310.92	\$72,420.25	\$74,592.86	\$76,830.65
BTA4/BT1	\$73,217.87	\$75,414.41	\$77,676.84	\$80,007.14	\$82,407.36

Broadcast Technician Scheme

BAI Communications SALARY BAND		Rate of pay effective from July 1 2017	Rate of pay effective from July 1 2018	Rate of pay effective from July 1 2019	Rate of pay effective from July 1 2020	Rate of pay effective from 1 July 2021
BT1	Entry Technician	\$73,217.87	\$75,414.41	\$77,676.84	\$80,007.14	\$82,407.36
BT2	Broadcast Technician	\$88,009.13	\$90,649.41	\$93,368.89	\$96,169.96	\$99,055.05
BT3	Senior Broadcast Technician	\$97,073.00	\$99,985.19	\$102,984.74	\$106,074.29	\$109,256.52
BT4	Team Leader /Technical Specialist	\$106,395.66	\$109,587.53	\$112,875.16	\$116,261.41	\$119,749.26

Notes

1. All salary increases from July 1 2018, 2019, 2020 and 2021 are based on 3% however all Employees will receive an increase that is based upon the higher of 3% or CPI + 1%.
2. All figures are subject to increase based on March qtr. CPI for each year.
3. CPI means the percentage change in the Consumer Price Index for all groups as published by the Reserve Bank of Australia for the 12 months ending 31 March of that year. For example: if the March 2018 qtr. annualised CPI was published at 2.2% the effective pay increase which will be effective from July 2018 would be 3.2%.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/740

Applicant: BAI Communications Pty Ltd

Applicant

Undertaking- section 190

I am authorised to make this undertaking on behalf of BAI Communications Pty Ltd (**Company**). The Company makes the following undertaking under section 190 of the Fair Work Act 2009 (Act) in connection with the approval of the *BAI Communications Broadcast Technician Enterprise Agreement 2018 - 2022 (Agreement)*:

1. Clause 19 - Superannuation shall be read and applied on the basis that the following is included:

A default superannuation fund nominated by BAI Communications for the purpose of superannuation contributions for a particular employee can be any complying fund so long as it also offers a MySuper product.

2. Clause 27.6 of the Agreement shall read and be applied as follows:

"All time worked by a BA Technician:

(a) between the hours of 7pm and 12am;

(b) on a Saturday;

(c) without a minimum rest break as required by clause 31.5; or

(d) where a full-time employee works in excess of 45 hours in any given week or where a part-time employee works in excess of their nominated contracted hours of work.

will be multiplied by 1.5 and credited as time in his or her Hours Bank."

3. Clause 30.5 of the Agreement shall be read and applied on the basis that the sub-clause is replaced with the following:

"In the event that TOIL is not taken in accordance with clause 30.4, or upon the termination of employment however so arising, the BA Technician will be paid out for that time at his or her Base Salary Hourly Rate (as determined by clause 16)."

4. Clause 32 – Annual leave shall be read and applied on the basis that sub-clause (b) is replaced with the following:

"if the Employee's annual leave entitlement accumulates beyond 6 weeks, BAI Communications may direct the Employee to take up to one quarter of the accrued annual leave, provided that the Employee's balance after taking such leave being at least equivalent to 6 weeks' annual leave. BAI Communications may not require the employee to take any period of paid annual leave of less than one week"

5. Clause 38 – Flexible working arrangements shall be read and applied on the basis that the following is included:

This clause is not intended to replace, limit or reduce any rights or obligations under s.65 of the Act. Any employee who makes a request under this clause for a flexible working arrangement is entitled to have his or her request considered in accordance with s.65 of the Act.

6. Schedule B – Rates of Pay:

The nominated salary for a BTA1 Apprentice effective from 1 July 2017, as it relates to adult apprentices only, shall be increased to \$47,500.

Signed:



Name: Peter Lambourne

Position: Chief Executive Officer

Date: 20 June 2018