

DECISION

Fair Work Act 2009 s.185—Enterprise agreement

Kordia Pty Ltd

(AG2022/4395)

COMMIS

KORDIA MARITIME ENTERPRISE AGREEMENT 2021

Telecommunications services

COMMISSIONER MCKINNON

SYDNEY, 8 NOVEMBER 2022

Application for approval of the Kordia Maritime Enterprise Agreement 2021

- [1] Kordia Pty Ltd has applied for approval of a single enterprise agreement known as the *Kordia Maritime Enterprise Agreement 2021* (the Agreement).
- [2] The requirement to provide employees with notice of the time, place and voting method for approval of the Agreement has not been met. This is because there were not at least seven clear days between the giving of the notice and the vote to approve the Agreement. The Applicant has explained the error and the circumstances in which it occurred. Having regard to that explanation, as well as the number of employees who participated in the vote for the Agreement, I am satisfied in the circumstances that the error was a minor procedural error that is not likely to have disadvantaged any employee. The voting outcome would not have been affected by the error.
- [3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.
- [4] The Agreement is approved and will operate from 15 November 2022. The nominal expiry date of the Agreement is 30 June 2024.
- [5] The Agreement covers the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).

Printed by authority the Commonwealth Government Printer <AE518080 PR747660>

Kordia Maritime

Enterprise Agreement 2021

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1.1 Name of Agreement

This Agreement shall be known as the Kordia Maritime Enterprise Agreement 2021 (the Agreement).

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

1.2 Employment Categories

Kordia may employ you to work arrangements that are:

1.3 Permanent Seven Day Shift Worker

A Permanent Seven Day Shift Worker is an employee engaged on a regular basis (full-time or maximum fixed term) with the expectation on both Kordia and the employee's part of a regular, permanent on-going employment relationship. Seven Day Shift workers will be required to work in a 12-hour shift roster that includes standby shifts to a maximum of no more than 60 hours in a 7-day period and no more than 108 Hours in a 14-day period. They will also be required to actively participate in a handover at the beginning and the completion of shift. A Permanent Seven Day Shift Worker under this Agreement is considered a Permanent Employee.

1.4 Day Worker

This category provides for team members covered by this Agreement to be employed in accordance with Kordia normal business hours, that is, 7.6 hours each day between the hours 08.30 am to 5.30 pm Monday to Friday local time. This employment category is intended to be available as a respite from shift work, provided that sufficient coverage is available, on an occasional basis, or may be on a periodic basis, should the roster coverage level permit. Working Respite Hours will not reduce the leave entitlements described in Clause 4.3 a) or any other leave entitlement in this Agreement.

1.5 Casual

A casual employee is one who is engaged on an hourly basis. A casual employee will be paid an hourly rate in accordance with the relevant classification of the Agreement plus a loading as specified in Clause 2.14.

Under the National Employment Standards (the NES), casual employees are entitled to:

- access a pathway to become a permanent employee
- days unpaid carer's leave and 2 days unpaid compassionate leave per occasion
- 5 days unpaid family and domestic violence leave (in a 12-month period)
- unpaid community service leave.

Casual employees can request flexible working arrangements and take unpaid parental leave if:

- they have been employed by their employer as a casual employee on a regular and systematic basis over at least 12 months
- they reasonably expect to continue being employed by the employer on a regular and systematic basis.

1.6 Maximum Fixed Term

A maximum fixed term employee is one who is engaged on a regular basis, such as full time, but for a specified period which might be subject to change/extension by mutual agreement of the parties.

1.7 Probation

All new employees other than casuals will be engaged based on a six (6) month probationary qualifying period. A maximum fixed term employee may have a shorter probationary period, dependent on the length of the period employed. The purpose of the probationary period is to provide a means to mutually assess an employee's suitability for the position. This period counts as service.

During the probationary period, either party may terminate an employee's employment in writing with one week's notice. Kordia may opt to make a payment to an employee in lieu of notice.

Where this notice is not given, Kordia must pay the employee for the notice period (if Kordia terminates), or the employee must forfeit pay for the notice period (if the employee terminates).

1.8 Flexibility

Kordia and any individual employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

The arrangement deals with one (1) or more of the following matters:

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

The arrangement meets the genuine needs of Kordia and employee in relation to one or more of the matters mentioned in paragraph 1.8 (a); and

The arrangement is genuinely agreed to by Kordia and employee.

Kordia will ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the Fair Work Act 2009; and
- are not unlawful terms under section 194 of the Fair Work Act 2009; and
- result in the employee being better off overall than the employee would have been if no arrangement had been made.

Kordia will ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of Kordia and the employee; and
- is signed by Kordia and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- includes details of:
- the terms of the Agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and how the employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and states the day on which the arrangement commences.

Kordia will provide the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

Kordia or the employee may terminate the individual flexibility arrangement:

- by giving no more than twenty-eight (28) days written notice to the other party to the arrangement.
- or if Kordia and employee agree in writing at any time.

1.9 Consultation

This clause applies if:

- (a) Kordia has made a definite decision to introduce a major change to production, program, organisation, structure, rosters, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

1.9.1

Kordia must notify the relevant employees of the decision to introduce the major change. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

Tf:

- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) The employee or employees advise Kordia of the identity of the representative.

1.9.2

Kordia must recognise the representative.

As soon as practicable after making its decision, Kordia must:

- (a) Discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures Kordia 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:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.

1.9.3

However, Kordia is not required to disclose confidential or commercially sensitive information to the relevant employees. Kordia must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

In this clause, 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; or
- (h) A reduction of earnings because of Kordia employing more operational employees.

In this clause, relevant employees mean the employees who may be affected by the major change.

1.10. Notice of Termination

Either Kordia or the employee may terminate employment by giving notice in writing of the day of termination. The time between giving the notice and the day of termination must be:

Employee's period of continuous service with Kordia at the end of the day notice is given			
Not more than 1 year	1 week		
More than 1 year but not more than 3 years			
More than 3 years but not more than 5 years			
More than 5 years			

Where the employee is over 45 years of age and has completed at least (2) years of continuous service with Kordia, an additional one (1) week of notice will be provided.

Notice of termination in accordance with this clause is not required in relation to the cessation of the engagement of a casual employee, the expiration of a fixed term contract, employees serving a probationary period or summary dismissal for serious misconduct.

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

The period of notice, in this clause, shall not apply in the case of dismissal for conduct that justified instant dismissal or in the case of casual employees or employees serving a probationary period.

Arrangements in lieu of notice:

- Kordia may elect to pay the employee in lieu of any requirement for the employee working all or a portion of the applicable notice period
- If an employee who is at least 18 years old does not give the required period of notice, they are not entitled to be paid the associated period of notice in lieu of Kordia.
- If an employee fails to give notice, Kordia 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.

1.11. Redundancy

An involuntary redundancy may be made by Kordia in the following circumstances:

- Where a position/s is surplus to requirements or is no longer required by Kordia.
- Where part of the business is broken up or transferred to another location and a position/s is no longer required at a given location; and
- Where the business closes and a position/s is no longer required.

In these circumstances, Kordia undertakes to consult with affected employees at the first available opportunity.

In these situations, redundancy payments will be calculated as follows

(a) Permanent Employee

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 forty-four (44) weeks' salary.

(b) Redeployment

If the position held by the employee ceases to exist because of reorganisation within Kordia, Kordia will in consultation with the employee, considering their input either:

- Offer the employee a suitable alternative position, on terms and conditions that are generally no less advantageous to the employee, in which case there will be no obligation to pay the employee any redundancy compensation; or
- Transfer an employee to the same or another position at the same salary in the same or a new location. Kordia will maintain the employee's salary level; or
- Where the new position is outside the local area, assistance with transfer expenses shall be provided; or
- Where the new position is within the same area, but extra travelling costs are involved; a one off allowance to reimburse the employee for additional travelling expenses shall be paid. The amount of this allowance will be determined following agreement between Kordia and the employee or their representative; or
- Alternative employment may involve employees undertaking on-the-job training.

Once consultation around the options above has been completed, Kordia may declare the employee redundant.

(c) Transfers

Kordia may, after consultation with an employee and considering their input, 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 Kordia. Kordia shall reimburse the employee for actual and reasonable expenses incurred in any such transfer providing such expenses have the prior approval of Kordia.

Where a permanent transfer is required, this transfer will be by agreement with the affected person.

1.12. Counselling and Disciplinary Procedures

If Kordia has concerns involving managerial, performance, and/or disciplinary matters pertaining to an employee, it will deal with the matter to the extent appropriate and reasonably practicable in accordance with any applicable policy as may be determined by Kordia and in place from time to time.

1.13. Workplace Diversity

The parties recognise and encourage the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. Kordia will work with employees to prevent and eliminate discrimination on any unlawful grounds, including but not limited to race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religious belief, political opinion, national extraction, or social origin. Harassment of any kind will not be tolerated.

1.14. Dispute Resolution

The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, cooperation and negotiation.

This clause will operate consistently with the relevant provisions of the National Employment Standards, as contained within the *Fair Work Act 2009*.

In the event of a dispute arising, the parties to this Agreement 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.

STEP 1 Employee and Direct Manager	 In relation to any matter that may be in dispute between Kordia and employee to this agreement, Kordia and employee will attempt to resolve the matter at the workplace level. This will involve the employee and the Direct Manager discussing the matter in an attempt to resolve the matter. 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 Direct Manager would be inappropriate, then proceed to Step 2.
STEP 2 Employee and Senior Manager	 The parties may arrange further discussions involving other managers at a more senior level (Senior Manager). Both parties agree to the right of Kordia or the 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, proceed to Step 3.
STEP 3 Employee, Senior Manager and HR	 If the matter remains unresolved insofar as either party is concerned, Human Resources will be notified and will attempt to resolve the dispute or claim. If the matter cannot be resolved at the workplace level, proceed to Step 4.
STEP 4 External mediation	 If both parties agree, a dispute may be referred to mediation by 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 and have a willingness to settle. If the matter cannot be resolved at the workplace level, proceed to Step 5.

STEP 5 Fair Work Commission

• If the matter is not settled between the employee and Kordia, it can be submitted to Fair Work Commission (FWC) by either party. Any determination of FWC will be accepted by the parties as final.

Notes:

- 1. An employee may have an employee representative present and supporting them at any stage during this process, from Step 1 to Step 5 inclusive.
- 2. Direct Manager means the Maritime Systems Supervisor
- 3. Senior Manager means the Critical Communications Manager or the Executive General Manager, Maritime

1.15. Work Related Travel

All claims for work related travel expenses must be submitted for approval within one (1) month of the expense being incurred. Expenses submitted after this period may not be approved.

(a) Overnight Travel

Where an employee is required to perform duty on a location necessitating overnight accommodation, Kordia will organise and pay reasonable costs of accommodation, breakfast, and travel. A per diem payment, as specified in Kordia's Travel Policy (refer Appendix 2) will be provided for all incidentals and other meals. Where this is not possible and employees are required to make their own arrangements, Kordia will provide and meet expenses for reasonable costs of accommodation.

(b) Use of private motor vehicle

Where an employee is required to use their private vehicle on business for Kordia, and where a company vehicle is not available the employee shall be reimbursed for the costs of running and maintaining their private vehicle at the current rate per kilometre as specified in Kordia's Travel Policy (refer Appendix 2).

Part-2 - WAGES AND ASSOCIATED MATTERS

The following section details all financial arrangements associated with the payment of:

- Salary (Fixed Rate FR and Base Ra–e BR).
- Allowances.
- Overtime and Penalties.
- Per Diem.
- Annual Leave Loading; and
- Other Benefits MCO4.

A full description of the classification levels referred to in this document are noted in Schedule A.

2.1. Fixed Rate of Pay

The Fixed Rate Salary is Base Salary plus the following allowances:

- Handover Allowance.
- Shift Allowance.
- Stand-by Allowance.
- On Call Telephone Allowance for Classifications MSO1, MSO2 and MSO3; and

For clarity the Fixed Rate Salary does not include overtime, higher duties allowance, annual leave loading or public holidays. No other allowances apply to employees covered by this Agreement.

2.2 Handover Allowance

There must be a handover between shifts, including an electronically logged record and a face-to-face handover between the employee completing each shift and their incoming colleagues. Employees completing a shift are required to remain at their workplace to complete handover with their incoming colleagues. This will not be considered time worked but will be recognised with the payment of an allowance. To reflect the greater role more senior employees, have in the handover processes the allowance will be determined in reference to the employee classification. This allowance will be the amount specified in the Summary Table in 2.14.

2.3 Shift Allowance

- (a) A Night shift is defined as the hours of 7:00 pm to 7:00 am.
- (b) A Saturday shift allowance is applicable for any hours worked in the period midnight Friday to midnight Saturday.
- (c) A Sunday shift allowance is applicable for any hours worked in the period commencing midnight Saturday to midnight Sunday.
- (d) Shift loadings will not be cumulative on penalties or overtime.

2.4 Stand-by Arrangements

It is a condition of employment that all MSOs participate in a stand-by roster, as required by Kordia. The stand-by roster identifies the employees who will be required to work shifts covering absent employees.

Where an employee is required to be on "stand-by" in accordance with the KCC roster they are required to be contactable via mobile phone and fit for work as per Kordia policy.

(a) Salary Included in Stand-by Shifts) Employees are required to work stand-by shifts in achieving an average of 38 hours per week.

There will be no additional payment for this time worked as this time has already been factored into the average of 38 hours/ week.

(b) Where an employee is absent on sick leave on a "salary included stand-by shift", stand-by allowance will not be paid, and time will be deducted from sick leave accruals for this time.

Kordia will endeavour to provide as much notice as possible of the requirement to work a stand-by shift. Where prior notice is not able to be provided, it is expected that employees will attend for duty within 2 hours of being contacted.

2.5. On Call Telephone Allowance

To ensure employees can be contacted for standby arrangements a monthly phone allowance will be paid to Classifications MSO1, MSO2 and MSO3. Employees must be available to be reached by phone within an hour.

2.6. Higher Duties Allowance

A MSO2 employee acting in a MSO3 classification will be paid a higher duties allowance for the hours that the employee worked at the MSO3 classification. This allowance will be paid fortnightly with the employee's regular remuneration.

A MSO3 employee acting in a MSO4 classification will be paid a higher duties allowance for the hours that the employee worked at the MSO4 classification. This allowance will be paid fortnightly with the employee's regular remuneration.

2.7. Overtime and Penalties

For the purposes of this Agreement, overtime and/or penalties will be deemed to occur and be payable only under the following circumstances:

(a) Work Outside of Ordinary Hours

Where work is undertaken outside the ordinary hours, outside of the rostered working hours or in excess of the agreed roster cycle i.e., an average of 38 hours per week or 190 hours per 5-week cycle), this work shall be considered overtime. In this circumstance, overtime will be paid in accordance with Summary Table in 2 14

For the purposes of this clause, the agreed roster cycle is 5 weeks.

(b) Public Holiday Work

Where work is performed on a Public Holiday outside of the ordinary rostered hours, this time will be paid for at the rate specified in Summary Table in 2.14.

Any employee required to work on a Public Holiday will be entitled to a minimum payment of four (4) hours at the appropriate rate.

This loading will only apply to time that is worked on the actual Public Holiday (i.e., midnight to midnight). This rate is in substitution for, and not cumulative upon, the shift allowances, penalty payments for time worked as overtime and/or Saturdays and Sundays.

(c) Reasonable Overtime

Employees may be required to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- any risk to employee health and safety,
- the employee's personal circumstances including any family responsibilities,
- the needs of Kordia,
- the notice if any, given by Kordia of the overtime and by the employee of his or her intention to refuse it, and any other relevant matters.

(d) Rest Breaks - Overtime

A ten-hour break is required at the end of their shift and before the commencement of the next shift. Where an employee is required to return to rostered or scheduled duty without a ten-hour break, the employee will receive overtime payments at the rate specified in Summary Table in 2.14 for each additional hour worked until a ten-hour rest break can be taken. There shall be no loss of ordinary earnings because of this.

2.8 Per Diem

Where an employee is required to perform their duties at a location necessitating overnight accommodation a per diem rate will apply in accordance with the KPY Travel Policy.

2.9 Annual Leave Loading

In accordance with Clause 4.3 b) Annual Leave will attract a loading in accordance with the Summary Table contained in clause 2.14 which will be paid as leave is taken.

2.10 Other Benefits - MSO4

Employees classified as MSO4 receive the following benefits:

- Mobile Phone, with personal use governed by Kordia policy.
- Home internet connection; and
- Kordia laptop, with personal use governed by Kordia policy.

2.11 Payment of Wages

Kordia will pay wages on a fortnightly basis into the employees' nominated bank account.

2.12 Superannuation

Kordia provides a default superannuation fund to assist Employees in their retirement goals. Kordia will check if an employee has a stapled superannuation fund. If the employee does not have a stapled fund, then it will default to the company fund. Alternatively, employees are entitled to direct Kordia to make Superannuation Guarantee Contribution (SGC) contributions to their preferred Superannuation Fund. Superannuation contributions will not be less than those specified under the provisions of the Superannuation Guarantee Act 1992.

2.13 Salary Sacrifice

Employees may choose to salary sacrifice part of their pre-tax wage towards superannuation. The amount of salary sacrifice will be deducted from the employee's gross wage.

Salary sacrifice does not reduce the employee's base salary for the purposes of entitlements arising under this Agreement (including accrued entitlements and the application of penalty rates).

If the law governing taxation changes in such a way as to make the objective of this clause ineffective, unattainable, or illegal, the company will advise the employees concerned and the salary sacrifice contribution arrangement will be amended or terminated.

2.14. Summary of wages and related matters

The Summary Table below, including the Description provides a summary of all financial arrangements/payments applicable under this Agreement. If details within the below table are inconsistent with other areas of this Agreement, the specific clauses within this Agreement shall prevail or discussions under Clause 1.14 – Dispute Resolution may precede.

The Fixed Rate includes all allowances and penalties detailed in the Agreement but specifically excludes; overtime, higher duties arrangement, annual leave loading and public holiday penalties.

Summary Tables.

1-Jul-21	Base Salary (3%)	Allowances (5%)	Total Fixed
MSO1	\$50,338.16	\$20,465.55	\$70,803.71
MSO2	\$60,902.87	\$21,607.95	\$82,510.82
MSO3	\$71,952.71	\$23,200.80	\$95,153.51
MSO4	\$77,493.08	\$22,856.40	\$100,349.48

1-Jul-22	Base Salary (4%) Allowances (4%)		Total Fixed
MSO1	\$52,351.69	\$21,284.17	\$73,635.86
MSO2	\$63,338.98	\$22,472.27	\$85,811.25
MSO3	\$74,830.82	\$24,128.83	\$98,959.65
MSO4	\$80,592.80	\$23,770.66	\$104,363.46

1-Jul-23	Base Salary (4%)	Allowances (4%)	Total Fixed
MSO1	\$54,445.75	\$22,135.54	\$76,581.29
MSO2	\$65,872.54	\$23,371.16	\$89,243.70
MSO3	\$77,824.05	\$25,093.99	\$102,918.04
MSO4	\$83,816.52	\$24,721.48	\$108,538.00

Description	Rate			
Public Holidays Work (calculated on Base Rate):				
Public Holidays including 25 December whether gazetted as a public holiday or not	BR + 150%			
Overtime (calculated on Base Rate):				
First 2 additional hours	150% of BR			
Beyond the first 2 additional hours	200% of BR			
Public Holiday work (outside rostered hours)	250% of BR			
Minimum hours on a Public Holiday (outside rostered hours)	Min 4 hours at appropriate rate			
Loading (calculated on Base Rate):				
Leave Loading	31%			
Casual Employee (hourly basis)	20% loading on top of the applicable hourly rate by classification level			
Superannuation:				
SGC contribution	in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth)			

Part-3 - WORKING ARRANGEMENTS

3.1 Hours of Work - Intent

The parties agree the Hours of Work arrangements are designed to:

- Maximise the ability of Kordia to deliver its services on time and on budget to its clients.
- Maximise the ability of employees to gain access to flexible working hours and to accommodate individual needs for time at work and leisure time.
- Protect against excessive hours and fatigue, including, by ensuring no more than 60 hours are worked in any 7-day period, and no more than 108 Hours in any 14-day period. For the avoidance of doubt, the maximum hours cap is intended to operate as a safety net and does not validate work in this pattern systematically or over a sustained period.

Kordia may roster employees to work at any time and on any day of the week subject to the rostering principles set out in section 3 of this Agreement.

3.2 Ordinary Hours of Work

The KCC is a 24-hour 7-day operation. Employees will work 38 ordinary hours per week averaged over a roster cycle and arranged across the KCC hours of operation.

- Kordia may change the arrangement of hours or the shift roster by providing four (4) weeks' notices.
- In the case of an emergency, it is agreed that 48 hours' notice of changes to hours of work or shift rosters will be provided.
- Kordia will consult with employees to determine the roster cycle and how hours will be averaged over this cycle.
- Kordia may roster employees to work up to 12 hours per day as ordinary hours.

With the approval of the Maritime Systems Operator (MSO4), employees may be permitted to exchange shifts, stand-by or days off to perform duty for another employee. In these circumstances Kordia will not be financially disadvantaged.

3.3 Recording of hours

All KCC employees are required to complete a weekly timesheet which is to be submitted and approved by their manager.

MSO4 employees are required to record their fault maintenance calls in half hour increments.

3.4 Meal Breaks

Where practicable, an employee shall not be required to work for more than five hours without a break for a meal. All meal breaks will be paid for by Kordia and it is required that employees remain at their place of work during meal breaks and attend to business requests, as required.

3.5 Statutory Holidays – Full Time Employees

A full-time employee under this Agreement is entitled to the applicable gazetted public holidays relevant to the State or Territory they are based to work without loss of pay, where such employee's normal paid hours fall on the gazetted public holiday.

Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day, except

for Christmas day which will be paid at a public holiday rate as well as the gazetted public holiday if such an eventuation arises.

3.6 Uniforms

All employees supplied with corporate uniforms will be required to wear these whilst at work.

Part-4 - LEAVE ARRANGEMENTS

4.1. Personal Leave

Kordia provides Personal Leave in accordance with the Fair Work Act (2009).

Personal Leave encompasses sick leave and carer's leave. For each year of service with Kordia, an employee (other than a casual employee) will be entitled to **10 days of paid Personal Leave** on a pro-rata basis and will be credited to the employee on a fortnightly basis.

Accruals will be based on 12-hour shifts per day (e.g. 12-hour shift x 10 days = 120 hours/annum). Such leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

An employee may use their accrued paid Personal Leave for personal illness or personal injury affecting the employee.

An employee may also use this leave to provide care or support to a member of the employee's Immediate Family (defined as a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse of the employee) or a member of the employee's household, who requires care or support because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the Immediate Family or household member.

Paid Personal Leave for employees other than casuals will be paid at the employee's Base Rate of pay for all ordinary hours of work in the period. This will not include payment for any allowance, loadings, penalties, or the like. The payment will be processed in the applicable pay run provided the employee has complied with the notice and documentation requirements.

To access an entitlement to Personal Leave, an employee must:

- (a) As soon as practicable, inform the Maritime Systems Supervisor (MSS) or the Maritime Critical Communications Manager (MCCM) that the employee will be absent from work because of personal illness or injury.
- (b) Inform the Manager or Supervisor of the likely period of the absence.
- (c) If requested provide evidence that would satisfy a reasonable person of the need for the leave requested such as either medical certificate or a statutory declaration; and
- (d) Submit leave via Payroll Employee Self Service (Connx) and SAP timesheets or the appropriate system at the time
- (e) Any personal leave entitlement not taken in any year will accumulate and may be taken in another year. Any accumulated and untaken personal/carer's leave not taken is forfeited on termination of employment.
- (f) The Employee is entitled to two (2) days of unpaid carer's leave when he or she has exhausted paid leave entitlements in accordance with the *Fair Work Act 2009* (Cth).
- (g) As far as is practical, an employee will notify Kordia of his/her inability to attend work because of illness or injury or to care for a member of the employee's immediate family or household, at least one hour before the commencement of his/her next scheduled starting time. This notice must include the estimated duration of absence.

4.2. Compassionate Leave

Employees (excluding casual employees) are entitled to paid compassionate leave of 2 days per permissible occasion in accordance with the NES. Employees are entitled to be paid compassionate leave at the amount the employee would reasonably have expected to be paid had the employee worked that period

4.3. Family & Domestic violence leave

All employees including part-time and casual employees, are entitled to 5 days unpaid family and domestic violence leave each year in accordance with the provisions of the National Employment Standards (NES).

4.4. Annual Leave

(a) Entitlement

This clause will operate consistently with the relevant provisions of the National Employment Standards, as contained within the Fair Work Act 2009.

Permanent Seven-day shift workers who are required to work twelve-hour shifts will have an entitlement to twenty (20) days of annual leave (or 240 hours), or a pro-rata amount of annual leave where one full year of leave on the roster has not been completed.

(b) Payment of annual leave loading

The annual leave loading will be paid as leave is taken. Where 12 months continuous service is not worked, an employee will be paid this loading on a pro-rata basis.

4.5. Arrangements for annual leave

Annual leave shall be taken in a manner that is agreed to between Kordia and the employee and in such a way as to minimise disruption to business activities. Where agreement cannot be reached Kordia shall advise the employee of the date and amount of annual leave to be taken by giving the employee not less than four (4) weeks' notices of such requirement.

- a) The annual leave entitlement in 4.4.a shall be taken within twelve (12) months of becoming due. This period may be extended by agreement between Kordia and employee.
- b) Except in extenuating circumstances the employee shall give at least four (4) weeks' notices of their intention to take annual leave.
- c) Generally, only one person at a time will be able to take annual leave at a given time. Applications for additional people to be on leave at any one time will be at Kordia's discretion.
- d) Where annual leave is taken in multiple blocks, the taking of leave involving standby shifts can occur on no more than two occasions.
- e) Any requests for annual leave will not be unreasonably refused.

4.6. Cashing out annual leave

a) Kordia has a duty of care to ensure the health and wellbeing of all employees. Taking annual leave provides an opportunity for time off from work. Kordia expects that Managers and Employees will formulate an Annual Leave Management Plan each year to roster time off. Kordia acknowledges that the Maritime Communications Team provide a continuous 24x7 critical service that requires rostering and coverage to maintain that service to the standards expected. At times this can make it difficult to take leave. If leave accumulates to a point where it is becoming excessive or the employee is experiencing

financial hardship, then the option of cashing out annual leave can be considered.

- b) Cashing out annual leave will be in accordance with the Fair Work Act 2009 (Cth) Section 94. Agreements to cash out paid annual leave can be arranged by mutual agreement where the employee has been unable to take their annual accrual leave due to personal or business reasons. In these circumstances an employee must request in writing the amount of leave to be cashed out and the reasons why they have been unable to take leave.
- c) An employee can choose to cash out an amount(s) of annual leave so long as they still have at least four (4) weeks of accrued annual leave left or equivalent shifts. The employee and Kordia must agree to this in writing each time. An employee would then be paid the full amount that they would have been paid had they taken that annual leave.

4.7. Parental Leave

Parental Leave entitlements are in accordance with the Fair Work Act 2009 (Cth).

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.

4.8. Long Service Leave

Kordia shall, always, provide at least the minimum statutory entitlement, in accordance with the relevant Long Service Leave Act 1976 (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 Kordia.

Part-5 - OPERATION OF AGREEMENT

5.1. Application and Parties Bound

This Agreement is binding on:

- a) Kordia Pty Ltd (Kordia) and its representatives.
- b) All Kordia Communications Centre (KCC) employees in classifications specified in Clause 2 of this Agreement (Employees); and
- c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia ("CEPU").

5.2. When this agreement applies

This Agreement will operate from seven (7) days after approval by the Fair Work Commission. Its nominal expiry date shall be 30^{th} June 2024 but will continue past 30^{th} June 2024 until a new Agreement is signed and all wages will be adjusted to meet any new agreement.

5.3. Objectives of the Agreement

This Agreement has been made by the parties to meet the following objectives:

- To set fair and reasonable terms and conditions of employment
- To maximise the ability of Kordia to provide reliable, competitive, high-quality service on time and on budget to Kordia's clients
- To provide a transparent and equitable counselling and discipline procedure that is aimed at solving problems that employees may have with performance or conduct
- To provide fair and sustainable remuneration for Kordia's employees
- To make reasonable efforts to contribute to reaching and maintaining optimum OHSE performance
- To provide a fair and mature approach to avoiding disputes between the parties

5.4. No Further Claims

Those bound by the Agreement agree that that this Agreement covers the Employees in relation to all employment matters and that they will not pursue any additional claims whatsoever or however described or any further wage or allowance increases against Kordia during the life of this Agreement relating to any matter or employment condition whether covered by this Agreement or not.

5.5. Definitions

СЕРИ	Means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union		
Kordia Means the employer, Kordia Pty Ltd			
КСС	Means Kordia Communications Centre		
Ordinary Hours of Work	Means an employee's standard ordinary hours of work, being on average 38 hours worked per week by an employee per year (or prorata for part time employees)		

Probation	Means an employee in their first six months of employment with Kordia.
Spread of Hours Means the spread of hours ranging each working day from 7 7.00pm Monday through to Sunday that an employee perform ordinary hours of work within	
Act	"Act" means the Fair Work Act 23009 (Cth) and includes any amendments to, or replacement of the Act
NES	Means the National Employment Standards as set out in the Fair Work Act 2009 (Cth)

Part 6 - SIGNATORIES

Signed for and on behalf Kordia Pty Ltd ABN 33 062 953 940:

Title: Executive GM People & Culture ANZ

Name: Andrea Hardy
Of: Kordia Pty Ltd

Level 3, 162 Victoria Street West, Auckland Central 1010, New Zealand.

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Date: 12/10/2022

In the presence of

Printed Name: Tracy Bryce, Talent Acquisition Specialist, Kordia Limited

Signature...... Date: 12/10/2022

Signed for and on behalf of the Communications Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia:

Title: Divisional Secretary, Communications Division, CEPU

Name: Greg Rayner

Of: Level 9, 365 Queen Street, Melbourne 3000, Vic, Australia

Signature: A. May Date: 19 October 2022.

In the presence of

Printed Name: PETER OCOMMEN

Signature: Date: 19 October 2022.

Part 7 Schedule A – Classification Descriptions

Position Descriptions detailing the role and responsibilities for each classification are attached and will be published on the Company's intranet and amended from time to time to meet business and customer requirements.

The following goal-oriented Classification Descriptions should be read in conjunction with the Position Descriptions.

Maritime Systems Operator Level 1(MSO1)

- Operator is under training as Maritime Systems Operator
- Operator will be under supervision from the Maritime Systems Operator Level 3 & 4
- Receive training from the Maritime Systems Operator Level 3 & 4 and the Maritime Systems Supervisor
- Assist the Maritime Systems Operator and the Maritime Systems Supervisor to deliver the services required in accordance with Standard Operations Procedures (SOPs) and international Radio Regulations
- Assist in other duties as directed
- Operate within safe working practices
- Works well and cooperatively with the team

Maritime Systems Operator Level 2 (MSO2)

- Has completed all the training required to be a Maritime Systems Operator
- Carry out maritime communications
- Has a full understanding of all Standard Operating Procedures?
- Holds a valid GMDSS certificate
- Assist the Maritime Systems Operator Level 3 & 4 and the Maritime Systems Supervisor to deliver the services required in accordance with Standard Operations Procedures and international Radio Regulations
- Liaises with Search and Rescue Officers
- Assists in other duties as directed
- Operate within safe working practices
- Works well and cooperatively with the team
- Good written and oral recording skills
- Participate in revalidation as required

Maritime Systems Operator Level 3 (MSO3)

Have all the above skills of the Maritime Systems Operator Level 2 in addition to the following:

- Takes responsibility for Kordia Operations while his/her team are on shift
- Has greater system knowledge
- Responsible for on-the-job training of MSO1 and MSO2
- Has the capacity to perform value adding tasks with limited direction
- Responsible to the MSO Level 4 and the Maritime Systems Supervisor

- Assist the AUMCC Manager, Critical Communications Manager and the Maritime Systems Supervisor as required
- Undergo technical training to improve technical knowledge of KCC; and
- Participate in revalidation and training as required

Maritime Systems Operator Level 4 (MSO4) This position is by appointment only Has all the skills of a Maritime Systems Operator Level 3 (MSO3) in addition to the following:

- Maintain the roster to ensure all shifts are covered to meet customer requirements
- Assist the AUMCC Manager and Maritime Systems Supervisor as required
- Be part of the on-call fault team
- Accepts fault ownership and capable of managing more complex fault restoration
- Able to direct First in Maintainers to rectify faults
- Able to assist in assessment of operator training and revalidation
- Participate in revalidation and training as required.
- Responsible to the Maritime Systems Supervisor and the Critical Communications Manager.

POSITION DESCRIPTION			
Position Title:	Maritime Systems Operator Level 1 (MSO1)		
Position Reports to:	Maritime Systems Supervisor & Maritime Systems Operator Level 3 & 4		
Business Unit:	Maritime Services (Australia)		

PRIMARY PURPOSE OF POSITION

The Maritime Systems Operator Level 1 (MSO1) is responsible for learning, then operating, the Kordia Australian Maritime Safety Communications System (MSCS), Bureau of Meteorology broadcast system, the Kordia Australian Coast Radio VHF/HF Network and the AUMCC & MEOSAR systems in accordance with Standard Operating Procedures (SOPs) under the supervision of the Maritime Systems Operator Level 3 (MSO3). The systems mentioned in this Position Description are based on customer contracts existing at the time of release of this Position Description and may change from time to time as new projects and clients come online.

KEY RESPONSIBILITIES

SERVICE DELIVERY:

- Undertake training to operate the Kordia MSCS, Bureau of Meteorology broadcast system, the Kordia Australian Coast Radio VHF/HF Network and the AUMCC & MEOSAR systems in accordance with SOPs
- Assist the MSO4 & MSO3 to carry out their roles as Maritime Services team members to the benefit of Kordia and its clients
- Learn to coordinate, control and relay Distress, urgency and safety communications using VHF and HF radio between vessels and search & rescue agencies/authorities in accordance with relevant provisions of the ITU Radio Regulations and SOPs
- Under direction of the MSO4 or MSO3 on shift, create fault tickets for the Australian MEOSAR
- Monitor AUMCC systems as per operational requirements
- Record and inject Coastal Maritime Safety Information (MSI) broadcasts into the voice broadcast system
- Recording of incidents into the message interface
- Raise and submit fault reports to customers
- Ensure timesheets are recorded as per roster and saved in SAP on a weekly basis

TRAINING:

- Undertake training to gain experience and competencies with a view to be appointed as a Maritime Systems Operator Level 2 (MSO2)
- Attain GMDSS General Operator Certificate
- Participate in further training of the AUMCC as administered by the AUMCC Manager or Maritime Systems Supervisor

QUALITY, SAFETY & ENVIRONMENT:

- In accordance with the Kordia QHSE Integrated Manual, acknowledge and comply with the "Responsibility Statement Personnel / Employees"
- May be an elected QHSE Representative
- If holding a QHSE Representative position, carry out QHSE inspections as required and ensure reports are uploaded to SharePoint

KRAS & KPIS [REFER TO INDIVIDUAL CREW HQ REPORTS FOR SPECIFIC KRA AND KPI INFORMATION]

- Operate all communications in accordance with SOPs
- Proper and accurate recording of activities, including HF and VHF communications, AUMCC faults and maintenance activities
- Assist in the delivery and receiving of accurate handovers

EDUCATION & QUALIFICATIONS

- Previous experience in maritime communications is desirable
- Applied First Aid and CPR
- Hearing Test

SKILLS & EXPERIENCE

- While representing Kordia, act with professionalism, honesty, and integrity at all times.
- Assist management to fulfil contractual requirements, build and maintain an effective Maritime Services team and help grow the business.
- Must be responsive to the needs of Kordia Clients and Users to satisfy these needs.

POSITION DESCRIPTION	
Position Title:	Maritime Systems Operator Level 2 (MSO2)
Position Reports to:	Maritime Systems Supervisor & Maritime Systems Operator Level 3 & 4(
Business Unit:	Maritime Services (Australia)

PRIMARY PURPOSE OF POSITION

The Maritime Systems Operator Level 2(MSO2) is responsible for operating the Kordia Australian Maritime Safety Communications System (MSCS), Bureau of Meteorology broadcast system, Kordia Australian Coast Radio VHF/HF Network, and monitoring of the Australian MEOSAR system and AUMCC in accordance with Standard Operating Procedures (SOPs), under the supervision of the Maritime Systems Operator Level 3 & 4.

The systems mentioned in this Position Description are based on customer contracts existing at the time of this Position Description release and may change from time to time as new projects and clients come online.

KEY RESPONSIBILITIES

SERVICE DELIVERY:

- Operate the Kordia Australian MSCS, Bureau of Meteorology broadcast system and the Kordia Australian Coast Radio VHF/HF Network in accordance with approved operating instructions
- Carry out with confidence: Distress, urgency, and safety communications as per ITU Radio Regulations and SOPs
- Under direction of the MSO4/MSO3 on shift, create fault report tickets for the Australian MEOSAR and monitor AUMCC operations system as per operational requirements
- Facilitate and monitor the transmission of Marine Weather Forecasts and Warnings
- Assist the MSO4/MSO3 to carry out their roles as Maritime Services team members to the benefit of Kordia and its Clients
- Organise shipping movements for spares or repaired equipment to relevant sites
- Coordinate, control and relay Distress, urgency and safety communications using HF and VHF radio between vessels and search & rescue agencies/authorities in accordance with relevant provisions of the ITU Radio Regulations and approved operating instructions
- Deliver Bureau of Meteorology voice and facsimile products via MF/HF and VHF radio
- Record and inject Coastal Maritime Safety Information (MSI) broadcasts into the voice broadcast system
- Undertake all necessary training required to become a Maritime Systems Operator (MSO3)
- Monitor and reporting of system performance to the MS04/MSO3 on shift.
- Raise and submit fault reports to Clients
- Participate in generating monthly reports as directed by the Maritime Systems Supervisor or the Maritime Systems Officer (MSO3)
- Ensure timesheets are recorded as per roster and saved in SAP on a weekly basis TRAINING:
- Undertake training to gain experience and competencies with a view to be appointed as a Maritime Systems Operator Level 3 (MSO3)
- Undertake further training in new projects that come online and the operational requirements as per the contracts. Participate in further training of the AUMCC as administered by the AUMCC Manager or Maritime Systems Supervisor.

QUALITY, SAFETY & ENVIRONMENT:

- In accordance with the Kordia QHSE Integrated Manual, acknowledge and comply with the undertakings in the "Personnel / Employees Responsibility Statement"
- May be an elected QHSE Representative
- If holding a QHSE Representative's position, carry out QHSE Inspections as required and ensure reports are uploaded to the SharePoint

KRAS & KPIS [REFER TO INDIVIDUAL CREW HQ FOR SPECIFIC KRA AND KPI INFORMATION]

- Operate all communications in accordance with SOPs
- Proper and accurate recording of activities, including HF and VHF communications, AUMCC faults and maintenance activities
- Deliver and receive accurate handovers

EDUCATION & QUALIFICATIONS

- Valid GMDSS General Operator Certificate
- CompTIA Network+ or similar TCP/IP (IEEE 802.3, Ethernet) networking training (desirable)
- Applied First Aid & CPR
- Hearing Test

SKILLS & EXPERIENCE

- At all times while representing Kordia, act with professionalism, honesty, and integrity.
- Assist management to fulfil contractual requirements, build and maintain a finely tuned Maritime Services team and help grow the business.
- Must be responsive to the needs of Kordia Clients and Users to satisfy these needs.

POSITION DESCRIPTION	
Position Title:	Maritime Systems Operator Level 3 (MSO3)
Position Reports to:	Maritime Systems Supervisor (MSS)
Business Unit:	Maritime Services (Australia)

PRIMARY PURPOSE OF POSITION

The Maritime Systems Operator Level 3(MSO3) is primarily responsible for operating the Kordia Australian Maritime Safety Communications System (MSCS), Bureau of Meteorology broadcast system, the Kordia Australian Coast Radio VHF/HF Network, and monitoring and operation of the AUMCC, the Australian MEOSAR system in accordance with Standard Operating Procedures (SOPs). The Maritime Systems Operator Level 3 is to assist the Maritime Systems Supervisor as required.

The systems mentioned in this Position Description are based on customer contracts existing at the time of release of this Position Description and may change from time to time as new projects and clients come online.

KEY RESPONSIBILITIES

SERVICE DELIVERY:

- Operate the Australian Kordia MSCS, Bureau of Meteorology broadcast system, and the Australian Kordia Coast Radio VHF/HF Network, in accordance with SOPs
- Carry out with confidence: Distress, urgency, and safety communications in accordance with relevant provisions of the ITU Radio Regulations and SOPs
- Oversee the Maritime Systems Operators on shift (MSO1 & MSO2)
- Organise movements of spares or repaired equipment to relevant sites
- Coordinate, control and relay Distress, urgency and safety communications using VHF and HF radio between vessels and search & rescue agencies/authorities in accordance with relevant provisions of the ITU Radio Regulations and SOPs
- Deliver Bureau of Meteorology voice and facsimile products via MF/HF and VHF radio
- Record and inject Coastal Maritime Safety Information (MSI) broadcasts into the voice broadcast system
- Create fault tickets for the Australian MEOSAR system and operate the AUMCC as dictated by requirements
- Monitor and reporting of system performance to MSO4 and Maritime Systems Supervisor
- Raise and submit fault reports and fault closure reports to customers
- Participate in the monthly reporting process as directed by the Maritime Systems Supervisor
- Ensure time sheets are recorded as per roster and saved in SAP on a weekly basis TRAINING:
- Assist in the delivery of On-the-Job training to MSO1 and MSO2 staff
- Undertake training to gain experience and competencies with a view to be appointed as a Maritime Systems Operator Level 4 (MSCO4)
- Participate in further training of the AUMCC as administered by the AUMCC Manager or the Maritime Systems Supervisor

QUALITY, SAFETY & ENVIRONMENT:

• In accordance with the Kordia QHSE Integrated Manual, acknowledge and comply with

the undertakings in the "Field / Team Supervisor Responsibility Statement"

- May be an elected QHSE Representative
- If holding a QHSE Representative's position, carry out QHSE Inspections as required and ensure reports are uploaded to SharePoint and provide feedback to QHSE personnel

KRAs & KPIs [Refer to individual crew hq for specific KRA and KPI information]

- Operate all communications in accordance with (SOPs)
- Proper and accurate recording of activities, including HF and VHF communications, faults, and maintenance activities
- Effective operations of systems and associated equipment
- Deliver and receive accurate handovers

EDUCATION & QUALIFICATIONS

- Valid GMDSS General Operator Certificate
- Certificate IV in Training and Assessment (desirable)
- CompTIA Network+ or similar TCP/IP (IEEE 802.3, Ethernet) networking training (desirable)
- Applied First Aid and CPR
- Hearing Test

SKILLS & EXPERIENCE

- At all times while representing Kordia, act with professionalism, honesty, and integrity
- Assist management to fulfil contractual requirements, build and maintain a finely tuned Maritime Services team and help grow the business
- Must be responsive to the needs of Kordia Clients and Users to satisfy these needs

POSITION DESCRIPTION		
Position Title:	Maritime Systems Operator Level 4(MSO4)	
Position Reports to:	Maritime Systems Supervisor	
Business Unit:	Maritime Services (Australia)	

PRIMARY PURPOSE OF POSITION

The Maritime Systems Operator Level 4(MSO4) is responsible for maintaining the daily operations of the Australian Kordia Maritime Safety Communications System (MSCS), Bureau of Meteorology broadcasting system, the Kordia Australian Coast Radio VHF/HF Network and monitoring the Australian MEOSAR/AUMCC system operations.

The systems mentioned in this Position Description are based on customer contracts existing at the time of release of this Position Description and may change from time to time as new projects and clients come online.

KEY RESPONSIBILITIES

SERVICE DELIVERY:

- Assist in the daily operations of the Kordia Australian MSCS, Bureau of Meteorology operations and the Kordia Australian Coast Radio VHF/HF Network
- Assist the Maritime Systems Operators on shift, and delegate day-to-day duties to operators as required to maintain the Kordia Australian VHF/HF Network, Bureau of Meteorology, and the Australia MEOSAR/AUMCC System
- Administer, operate, and manage the AUMCC as dictated by operational requirements
- Delegating, assigning, and tasking of work and projects to the MCOs
- Create and submit Tickets items for maintenance support systems
- Oversee and record movements of equipment
- Maintain Spares inventory
- Maintain Calibration records
- Be available for On-Call fault restoration.
- Be available for attendance at remote sites
- Produce and circulate monthly reports as approved, to appropriate customers
- As a member of the Maritime Services team, operate the Australian Kordia MSCS
- Co-ordinate, control and relay Distress, urgency and safety communications on HF and VHF radio networks between vessels and search & rescue agencies/authorities in accordance with relevant provisions of the ITU Radio Regulations and SOPs
- Deliver Bureau of Meteorology voice and facsimile products via VHF/MF/HF radio
- Record and inject Coastal Maritime Safety Information (MSI) broadcasts into the voice broadcast system
- Monitor and reporting of system performance to the Maritime Services Manager and the Maritime Systems Supervisor
- Respond to and action all fault reports
- Raise and submit fault reports and fault closure reports to customers

ADMINISTRATION:

- Assist in Coordinating roster changes and staff availability
- Ensure staff leave and time sheets are recorded and effectively managed in Kordia SAP & roster
- Arrange staff travel and accommodation
- Operation of the FcM Travel portal

Raise purchase orders and payment of suppliers' invoices

TRAINING:

- Deliver training curriculum to new Maritime Systems Operators for all operational systems in the centre
- Provide detailed systems training to Maritime Systems Operators level 3 (MSO3)
- Provide training to customers who access Kordia maritime communications facilities
- Participate in further training of the AUMCC as administered by the AUMCC Manager or Maritime Systems Supervisor

QUALITY, SAFETY & ENVIRONMENT:

- In accordance with the Kordia QHSE Integrated Manual, acknowledge and comply with the undertakings in the "Field / Team Supervisor Responsibility Statement"
- May be an elected QHSE Representative
- Carry out QHSE Inspections as required and ensure reports are uploaded to SharePoint

EDUCATION & QUALIFICATIONS

- Certificate IV in Training and Assessment
- Valid GMDSS General Operator Certificate
- CompTIA Network+ or similar TCP/IP (IEEE 802.3, Ethernet) networking training
- Applied First Aid and CPR.
- Hearing Test.
- Undertake On-the-Job-Training in order to gain further experience and competencies with MSCS systems including but not limited to:
 - o Bureau of Meteorology file processing system.
 - Frequentis monitoring and control system.
 - o Technoscience MEOSAR/MEOLUT monitoring and AUMCC operations
 - Manage Disaster Recovery Centre Operations.
 - Kordia SAP operations.

SKILLS & EXPERIENCE

- Minimum 12 months experience as a Maritime Systems Operator Level 3 (MSO3)
- At all times while representing Kordia, act with professionalism, honesty and integrity.
- Assist management to fulfil contractual requirements, build and maintain a finely tuned Maritime Services team and help grow the business.
- Must be responsive to the needs of Kordia Clients and Users to satisfy these needs.

7.1. SKILLS DEVELOPMENT

Employees shall be provided with appropriate training as determined by Kordia:

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

All employees are required to participate in Kordia's Performance Management system to:

- identify job performance and career development requirements and to develop an agreed training and/or study plan.
- review job performance; and
- review job requirements

7.2. Training & Assessment

Employees may be required by Kordia to attend specific training. Training and assessment of the specific courses for the KCC must be completed and all employees must be deemed competent and fit for work (physically and mentally) to meet the contractual requirements of Kordia's clients.

Training and assessment are mandatory for all employees in accordance with KCC curriculum. Where possible a minimum of two (2) weeks' notice will be given to all employees of scheduled training and assessments. Alternatively, an employee may agree to attend training and assessment where a lesser period of notice has been provided.

Employees must participate in regular health checks (e.g., hearing) conducted by an accredited medical professional to ensure their well-being and that they are able to meet the inherent requirements of the position. These health checks will be conducted as needed to ensure neither Kordia's employees nor customers are placed at risk.

Attendance at all training and assessment (including training rostered outside of ordinary working hours) will be paid at the Base Rate of pay. Travel time to and from the training venue will be paid at the Base Rate of pay.

Career Progression:

The Maritime Career Pathway makes explicit the progression from MSO1 through to MSO4. Operators should consult this document as a guide to advancement within Kordia.



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