

Kordia MSCS Enterprise Agreement 2013



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Part 1 - EMPLOYMENT ARRANGEMENTS

1.1. Name of Agreement

This Agreement shall be known as the Kordia MSCS Enterprise Agreement 2013 (the **Agreement**).

1.2. Employment Categories

Kordia may employ you to work arrangements that are:

a) Permanent Seven Day Shift Worker

A permanent Seven Day Shift Worker is an employee engaged on a regular basis (full-time or part-time) 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 accordance with a 15 week cycle, 12 hour shift roster that includes standby shifts. They will also be required to actively participate in a changeover at the beginning and the completion of shift. A Permanent Seven day Shift Worker under this Agreement is considered a Permanent Employee.

b) 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 2.16.

Casual employees are generally excluded from the provisions of the Agreement except with respect to Classifications and Shift Allowances.

c) Temporary Fixed Term

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

1.3. Probation

All new employees other than casuals will be engaged on the basis of a six (6) month probationary period. This period counts as service. Kordia may shorten this probationary period where it is determined that a probationary employee has exceeded performance expectations.

Kordia or the probationary employee may terminate the employment at any time during the probationary period by giving one week's notice to the other.

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).

1.4. 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 the Agreement if:

- (a) 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
- (b) the arrangement meets the genuine needs of Kordia and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) 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 be if no arrangement was made.

Kordia will ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of Kordia and employee; and
- is signed by Kordia and 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 as a result 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 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.

1.5. Consultation

This clause applies if:

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

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.

If:

- 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;

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.

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;
- 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.

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

1.6. Termination of Employment

a) Notice of Termination by Kordia

In order to terminate the employment of an employee, Kordia will apply the notice period specified in the National Employment Standards, or as varied by legislation. At the time of striking the Agreement the notice arrangements detailed in the NES depend on the employment duration and are detailed in the table below:

Employee’s period of continuous service with Kordia at the end of the day notice is given	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

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.

b) Notice of termination by an employee

The notice of termination required to be given by an employee shall be the same as that required 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.

1.7. 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.
- Where the business closes down and a position/s is no longer required.

In these circumstances, Kordia undertakes to consult with affected staff members 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.

Any redundancy payments made under this clause are inclusive of the periods of notice specified in clause 1.6

b) Redeployment

In the event that the position held by the employee ceases to exist as a result of reorganisation within Kordia, Kordia will in consultation with the employee, taking into account 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 location 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.
- 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 taking into account 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.

1.8. Counselling and Disciplinary Procedure

In the event of Kordia considering taking corrective action as a result of an employee's behaviour or performance, the employee concerned shall be subject to this Counselling and Disciplinary procedure.

Where a formal procedure is initiated, the employee shall be advised of his/her right to have a support person present for the meeting. The role of the support person is to provide support, not to advocate on behalf of the employee. The formal procedure will incorporate:

1st Instance – a formal verbal warning of which the parties shall retain a record of discussions.

2nd Instance – a written warning issued by the employee's Manager including:

- Details of the unacceptable behaviour/performance,
- Details of the expected standard of behaviour/performance and the time frame within which such behaviour/performance shall occur and,
- The consequences of failing to meet the accepted standard.

3rd further Instance – termination of employment providing a full and proper investigation has occurred.

Notwithstanding the above, Kordia shall have the right to bypass any of the steps outlined above depending on the seriousness of the matter and to dismiss any employee without notice for conduct that justifies instant dismissal, including misconduct, malingering, neglect of duty, and in such cases wages shall be paid up to the time of dismissal only.

1.9. 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 preference, 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.

1.10. 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, co-operation 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.

<p>STEP 1 Employee and Manager</p>	<ul style="list-style-type: none"> • 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 immediate 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 Manager would be inappropriate, then:
<p>STEP 2 Employee, Manager and Senior Manager</p>	<ul style="list-style-type: none"> • 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 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</p>	<ul style="list-style-type: none"> • If the matter remains unresolved insofar as either party is concerned, the Human Resources Manager will be notified and will attempt to resolve the dispute or claim.

HR Manager	
STEP 4 External mediation	<ul style="list-style-type: none"> • 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.
STEP 5 Fair Work Commission	<ul style="list-style-type: none"> • 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. Manager means MSCS Manager.
3. Senior Manager means the Divisional Director.

1.11. 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 table 2.9 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 his/her 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 which is set by the Australian Taxation Office.

WAGES AND ASSOCIATED MATTERS

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

- Salary (Base Rate)
- Allowances
- Overtime and Penalties
- Per Diem
- Leave Loading
- Other Benefits - CO4

A full description of the classification levels referred to in this document are noted in Appendix 1.

2.1. Salaries

The table below details the Base Rate salary expressed as both per annum and the equivalent per hour rate. This Base Rate is referenced within the agreement for the application of allowances, penalties and shift arrangements.

Level	Title	July 1 st 2013	July 1 st 2014
CO1	Communications Officer – Training	\$40,528.44pa \$20.51 per hour	\$41,744.29 pa \$21.13 per hour
CO2	Communications Officer	\$49,034.18 pa \$24.81 per hour	\$50,505.20 pa \$25.56 per hour
CO3	Senior Communications Officer	\$57,930.29 pa \$29.32 per hour	\$59,668.20 pa \$30.20 per hour
CO4	Team Communications Officer	\$62,391.22 pa \$31.57 per hour	\$64,262.96 pa \$32.52 per hour

2.2. Allowances

The following allowances are recognized as part of this Agreement:

- Handover Allowance
- Shift Allowance
- Stand-by Allowance
- On Call Telephone Allowance for Classifications CO1, CO2 and CO3
- Higher Duties Arrangement.

No other allowances apply to employees covered by this Agreement.

2.3. 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 Summary Table 2.16.

2.4. Shift Allowance

- a) A Night shift is defined as the hours of 7:00pm to 7:00am an employee rostered to work these hours shall be paid an allowance in accordance with Summary Table 2.16
- b) A Saturday shift allowance is applicable for any hours worked in the period midnight Friday to midnight Saturday. An employee rostered to perform shifts during these hours shall be paid in accordance with Summary Table 2.16
- c) A Sunday shift allowance is applicable for any hours worked in the period commencing midnight Saturday to midnight Sunday An employee rostered to perform shifts during these hours shall be paid in accordance with Summary Table 2.16.
- d) Shift loadings will not be cumulative on penalties or overtime.

2.5. Stand-by Arrangements

It is a condition of employment that all communication officers 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 staff.

- (a) Where an employee is required to be on "stand-by" in accordance with the Kordia MSCS roster they will be paid an allowance in accordance with table 2.16 per day that they are required to be on stand-by.
- (b) Where an employee is rostered on a stand by shift and that shift incurs overtime for the whole of the shift, an employee will not be required to take Annual or Personal Leave to be absent on this day.
- (c)

Salary Included Stand-by Shifts

- a) 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.
- c) 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.

2.6. On Call Telephone Allowance

To ensure employees can be contacted for standby arrangements a monthly phone allowance in accordance with table 2.16 will be paid to Classifications CO1, CO2 and CO3. Employees must be available to be reached by phone within an hour.

2.7. Higher duties Arrangement

A CO2 employee acting in a CO3 classification will be paid a higher duties allowance for the hours that the employee worked at the CO3 classification. This allowance will be paid fortnightly with the employee's regular remuneration.

A CO3 employee acting in a CO4 classification will be paid a higher duties allowance for the hours that the employee worked at the CO4 classification. This allowance will be paid fortnightly with the employee's regular remuneration.

2.8. 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 570 hours per 15 week cycle), this work shall be considered overtime. In this circumstance, overtime will be paid in accordance with Summary Table 2.16.

b) Public Holidays 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 table 2.16.

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 are required to work reasonable overtime. 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 matter.

d) Rest Breaks - Overtime

A ten-hour break is required between the completion of duty on one day and the commencement of rostered or scheduled duty on the next. 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 2.16 for each additional hour worked until a ten-hour rest break can be taken. There shall be no loss of ordinary earnings as a result of this.

2.9. Per Diem

Where an employee is required to perform duty at a location necessitating overnight accommodation a per diem rate will apply. Refer clause 2.16

2.10. Annual Leave Loading

In accordance with clause 4.4 annual leave will attract a loading in accordance with Summary Table 2.16 which will be paid as leave is taken.

2.11. Other Benefits – CO4

Employees classified as CO4 receive the following benefits:

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

2.12. Payment of Wages

Kordia will pay wages on a fortnightly basis.

2.13. Salary Increases

On signing	Classifications CO1 – CO4 noted in Clause 2.1 will be applied retrospectively from 1 st July 2013.
July 1 2014	Classifications CO1 – CO4 noted in Clause 2.1 will be applied.

2.14. Superannuation

Kordia provides a default superannuation fund to assist Employees in their retirement goals. Alternatively, employees are entitled to direct Kordia to make 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.

2.15. 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).

In the event that 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.

2.16. Summary of wages and related matters

The below table 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.

Description	July 1st 2013	July 1st 2014
Salary (Base Rate):		
CO1	\$40,528.44pa \$20.51 per hour	\$41,744.29 pa \$21.13 per hour
CO2	\$49,034.18 pa \$24.81 per hour	\$50,505.20 pa \$25.56 per hour
CO3	\$57,930.29 pa \$29.32 per hour	\$59,668.20 pa \$30.20 per hour
CO4	\$62,391.22 pa \$31.57 per hour	\$64,262.96 pa \$32.52 per hour
Handover Allowance:		
Handover Allowance CO1	\$10.20 per shift	\$10.50 per shift
Handover Allowance CO2	\$11.39 per shift	\$11.73 per shift
Handover Allowance CO3	\$13.79 per shift	\$14.21 per shift
Handover Allowance CO4	\$15.00 per shift	\$15.45 per shift
Shift Allowance:		
Night Shift	BR + 22.5%	BR +22.5%
Saturday Shift	BR +50%	BR +50%
Sunday Shift	BR +100%	BR +100%
Public Holidays Work:		
Public Holidays including 25 December whether gazetted as a public holiday or not	BR + 150%	BR + 150%
Standby Allowance:		
Standby Allowance	\$33.00 per day	\$40.00 per day
On Call Telephone Allowance:		
Telephone Allowance	\$25.00 per month	\$25.00 per month

Higher Duties:		
CO2 acting in CO3 classification	Applicable	Applicable
CO3 acting in CO4 classification	Applicable	Applicable
Overtime - Additional Work Outside of ordinary rostered hours:		
First 2 additional hours	150% of BR	150% of BR
beyond the first 2 additional hours	200% of BR	200% of BR
Public Holidays work (outside rostered hours)	250% of BR	250% of BR
Minimum hours on a Public Holiday (outside rostered hours)	Min 4 hours at appropriate rate	
Rest Break:		
Rest Break - Overtime	150% of BR	150% of BR
Per Diem:		
Overnight per diem	\$65 per night	\$65 per night
Loading:		
Leave Loading	25.1%	25.1%
Casual Employee (hourly basis)	20% loading on the applicable hourly rate by classification level	20% loading on the applicable hourly rate by classification level
Superannuation:		
SGC contribution	in accordance with Superannuation Guarantee Act 1992	in accordance with Superannuation Guarantee Act 1992

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.

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 MSCS is a 24 hour 7 day operation. Employees will work 38 ordinary hours per week averaged over an agreed number of weeks and arranged across the MSCS hours of operation. Hours outside of Monday to Friday 07:00 to 19:00 will be subject to the penalties prescribed in table 2.16 Wages and Related Matters

- Kordia may change the arrangement of hours or the shift roster by providing four (4) weeks' notice.
- 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 Supervisor, employees may be permitted to exchange shifts, stand-by's or days off to perform duty for another employee. In these circumstances Kordia will not be financially disadvantaged.

3.3. Recording of hours

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

CO4 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 staff 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 Australian Capital Territory gazetted public holidays without loss of pay; where such employee's normal paid hours fall on the gazetted public holiday.

Any other day declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that State or Territory, as a public holiday by employees who work in that State, Territory or region.

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, with the exception of 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. Skills Development

Kordia shall provide an employee with appropriate training:

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

3.7. Training

Employees may be required by Kordia to attend specific training. Training and assessment of the specific courses for the Maritime Safety Communications System (MSCS) must be completed and all employees must be deemed competent in order to meet the contractual requirements of Kordia's clients.

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

Attendance at all training (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.

3.8. Uniforms

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

LEAVE ARRANGEMENTS

4.1. Personal/Carer's Leave

The Employee shall be entitled to ten (10) shifts paid personal/carers leave each year, which may be taken as sick leave or carer's leave in accordance with the *Fair Work Act 2009 (Cth)*. Personal/Carer's leave accrues on a pro-rata basis, and will be credited to the Employee on a fortnightly basis.

- (a) Any sick leave entitlement not taken in any year may be taken in another year. However, in respect of carer's leave, an employee may not take more than ten (10) shifts of carer's leave in any 12 month period. Any accumulated and untaken personal/carers leave is forfeited on termination of employment.
- (b) Kordia may require the Employee to provide a medical certificate (or statutory declaration if this is not reasonably practicable) in respect of a period of leave taken as personal/carers leave.
- (c) The Employee is entitled to two (2) shifts of unpaid carer's leave when he or she has exhausted paid leave entitlements in accordance with the *Fair Work Act 2009 (Cth)*.
- (d) As far as is practical, an employee will notify Kordia of his/her inability to attend work because of illness or injury or in order 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 nature of the illness, or injury, (if known) and the estimated duration of absence.

4.2. Compassionate Leave

Employees (excluding casual employees) are entitled to two (2) shifts 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.

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. Parental Leave

Arrangements for parental leave shall be in accordance with the *Fair Work Act 2009 (Cth)* or as varied by legislation.

4.4. Annual Leave

Annual leave entitlements and the arrangements for the taking of annual leave will provide that permanent seven day shift workers will accrue such annual leave and be able to use their annual leave to allow the equivalent of not less than 5 weeks of annual leave to be taken per year.

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 over a fifteen (15) week cycle, will have an entitlement to twenty (20) shifts 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

- a) 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 weeks' notice of such requirement.

- b) The annual leave entitlement in 4.4.1 shall be taken within twelve months of becoming due. This period may be extended by agreement between Kordia and employee.
- c) Except in extenuating circumstances the employee shall give at least four weeks' notice of their intention to take annual leave.
- d) 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.
- e) Annual leave accrued in any 12 month period is to be taken in periods of no more than 4 blocks with a minimum of 3 shifts in any one block.
- f) Where annual leave is taken in multiple blocks, the taking of leave involving standby shifts can occur on no more than two occasions. On each occasion the employee should take at least 9 shifts leave.

4.6. Parental Leave

Parental Leave entitlements will be in accordance with the *Fair Work Act 2009* (Clth). Parental Leave is used to describe maternity leave, paternity leave or adoption 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 Kordia for 12 months or longer. Application may also be made for an extension of a further 52 week period.

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.

4.7. Long Service Leave

Kordia 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 Kordia. With Kordia's approval, Public Holiday falling in period of leave

Where a public holiday falls during a period of annual leave, an additional day's leave will be added to the annual leave accrual.

OPERATION OF AGREEMENT

5.1. Application and Parties Bound

This Agreement is binding on:

- a) Kordia Solutions Pty. Limited (Kordia) and its representatives
- b) All Kordia Maritime Safety Communications System employees in classifications specified in Clause 2 of this Agreement (Employees)
- 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 7 days after approval by Fair Work Australia. Its nominal expiry date shall be 30 June 2015.

5.3. Objectives of the Agreement

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

- To set fair and understood 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 QHSE 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 Section

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

Kordia means Kordia Solutions Pty. Limited

MSCS means Maritime Safety Communications System

Appendix 1 – Classification Descriptions

Communications Officer -Training (CO1)

- Operator is under training as Communications Officer
- Operator will be under supervision from the Senior Communications Officer / Team Communications Officer
- Receive training from the Senior Communications Officer, and the Operations Supervisor
- Assist the Senior Communications Officer and the Operations Supervisor to deliver the services required in accordance with standard operations procedures and international radio regulations
- Assist in other duties as directed
- Operate within safe working practices
- Work well and cooperatively with the team.

Communications Officer (CO2)

- Has completed all of the training required to be a Communications Officer
- Carry out maritime communications
- Has a full understanding of all Standard Operating Procedures
- Holds a valid GMDSS certificate
- Liaises with Search and Rescue Officers
- Assists in other duties as directed
- Operate within safe working practices
- Work well and cooperatively with the team
- Good written and oral recording skills
- Participate in revalidation as required

Senior Communications Officer (CO3)

Have all of the above skills of the Communications Officer 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 CO1 and CO2
- Has the capacity to perform value adding tasks with limited direction
- Responsible to the Operations Supervisor and the CO4
- Undergo technical training to improve technical knowledge of MSCS

- Participate in revalidation as required.

Team Communications Officer (C04)

Has all of the skills of Senior Communications Officer in addition to the following:

- Is employed in the roster as directed to maintain the necessary roster hours scheduled by the Operations Supervisor
- Assists with the duties of the Operations Supervisor when required
- Part of the on-call fault team
- Accepts fault ownership and capable of managing more complex fault restoration
- Able to direct First in Maintainer to rectify particular faults
- Responsible to the Operations Supervisor
- Able to assist in assessment of operator training and revalidation
- This position is by appointment only
- Participate in revalidation as required.

SIGNATORIES

Signed for and on behalf Kordia Solutions Pty Limited:

Title: Human Resources Manager

Name: Leon Oates

Of:.....

Signature:..... **Date:**.....

In the presence of

Printed Name:

Signature:..... **Date:**.....

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

Title: Assistant Secretary, NSW Postal & Telecommunications Branch)

Name: Shane Murphy

Of:

Signature:..... **Date:**.....

In the presence of

Printed Name:

Signature:..... **Date:**.....

Signed as an Employee Bargaining Agent

Title:

Name:

Of:

Signature:..... **Date:**.....

In the presence of

Printed Name:

Signature:..... **Date:**.....