

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

**Maritime Safety Queensland (MSQ) Gladstone Pilot Transfer Crew Certified Agreement 2006-2009
(CA/2007/22)**

DEPUTY PRESIDENT SWAN

2 April 2007

CERTIFICATE

This matter coming on for hearing before the Commission on 2 April 2007 the Commission certifies the following written agreement:

Maritime Safety Queensland (MSQ) Gladstone Pilot Transfer Crew Certified Agreement 2006-2009 (CA/2007/22)

made between:

- Queensland Transport, Maritime Safety Queensland
- Australian Maritime Officers Union Queensland Union of Employees

The agreement was certified by the Commission on 2 April 2007 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 2 April 2007) until its nominal expiry on 31 October 2009.

This agreement cancels CA829 of 2003 (Maritime Safety Queensland, Gladstone Pilot Transfer Crew Certified Agreement 2003-2006).

By the Commission.

D.A. SWAN
Deputy President

**MARITIME SAFETY QUEENSLAND (MSQ) GLADSTONE PILOT TRANSFER CREW CERTIFIED
AGREEMENT 2006-2009**

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1. TITLE

This Agreement shall be known as the Maritime Safety Queensland (MSQ) Gladstone Pilot Transfer Crew Certified Agreement 2006 – 2009.

2. OBJECTIVE

The objective of this Agreement is to detail the employment conditions of the Gladstone Region (Gladstone / Port Alma) pilot transfer crew employed by MSQ.

3. PARTIES TO THE AGREEMENT

This agreement is made under the Industrial Relations Act 1999, between MSQ and the Australian Maritime Officers Union Queensland, Union of Employees (AMOU).

4. OPERATION OF THE AGREEMENT

This Agreement will be effective from the date of certification by the Queensland Industrial Relations Commission (QIRC) and shall remain in force until 31 October 2009.

5. RENEWAL OF THE AGREEMENT

It is the intention of the parties to commence negotiations for a Certified Agreement, no less than three (3) months prior to the expiry date of this Agreement and to finalize negotiations one (1) month prior to the expiry date.

6. CLOSED AGREEMENT

This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.

This agreement covers all matters or claims that could otherwise be subject to protected industrial action.

It is agreed that the following changes may be made to employees rights and entitlements during the life of this agreement:

- (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- (b) Any improvements in conditions that are determined on a whole-of government basis; and
- (c) Reclassifications.

Unless inconsistent with the terms of this agreement, the entitlements of employees covered by this agreement as contained in Ministerial Directives or determinations made under the *Public Service Act 1996* effective at the date this agreement was made shall not be reduced for the life of this agreement.

7. LEGAL STATUS OF THE AGREEMENT

This Agreement shall be registered as a Certified Agreement in the Queensland Industrial Relations Commission (QIRC).

8. CONTINUITY OF SERVICE DELIVERY

During the term of this Agreement the parties agree to cooperate fully in maintaining the delivery of pilot vessel transfer services in the Gladstone region.

9. PREVENTION OF AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are 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.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this agreement, the following procedures shall apply:
 - (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred to the employee and/or his/her union representative and the General Manager (MSQ) for discussion and appropriate action. This process should not exceed 14 days;
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent any of the parties to this Agreement or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

10. APPOINTMENTS AND PROMOTIONS

- (a) The parties agree that the underlying principle for appointments and promotions is to provide career paths for and to enhance the skills of employees of the Gladstone pilot transfer service. Therefore, it is the intent of the

parties that all vacancies are at first offered internally to Gladstone pilot transfer service employees by way of application and if no suitable applicant is available then applications from other MSQ employees will be called.

- (b) All appointments and promotions shall be based on the principle of merit.
- (c) All applications for vacancies with MSQ shall be formally acknowledged in writing. All unsuccessful applicants will also be advised in writing.
- (d) All vacant positions will be advertised for a minimum of seven (7) days and employees wishing to apply will be given the following information:
 - (i) Position title and salary arrangements
 - (ii) Position description
 - (iii) Anticipated time frame for selection process.

11. JOB SHARE ARRANGEMENTS

Job sharing arrangements may be negotiated between the parties during the period of the agreement.

12. UNION REPRESENTATIVES

Employees who are the chosen representatives of their fellow employees shall, in the mutual interests of the Employer and the employees, be allowed such reasonable time as may be agreed upon between the Employer and the employees in working hours to investigate any matter likely to lead to disputes between the Employer and the employees, relative to working conditions, and, if necessary, to make representations to the Employer.

13. INDUSTRIAL RELATIONS EDUCATION LEAVE

Five (5) days paid leave per year shall be granted for industrial relations education leave. If such leave is unavailed of during each year, a maximum of 10 days may be accumulated.

14. SALARY STRUCTURE

Gladstone pilot transfer crew shall be paid a salary commensurate to their position within the structure of the team and in accordance with their level of qualifications.

14.1 The five classifications within the team are as follows:

Classification Coxswain :- Minimum requirements.

- Restricted Coxswain.
- Restricted Radio Operators License.
- "C" Class Queensland Motor Vehicle License.
- Senior First Aid.

Classification Pilot Vessel Master B: - Minimum requirements.

- Master Class (V) (trading) (restricted.)
- M.E.D. 3.
- Restricted Radio Operators License.
- "C" Class Queensland Motor Vehicle License.
- Senior First Aid.

Classification Pilot Vessel Master A: - Minimum requirements.

- Master Class (V) (trading) (unrestricted.)
- M.E.D. 3.
- Restricted Radio Operators License.
- "C" Class Queensland Motor Vehicle License.
- Senior First Aid.

Classification Assistant Senior Pilot Vessel Master: - Minimum requirements.

- Master Class (V) (trading) (unrestricted.)
- M.E.D. 2.
- Restricted Radio Operators License.
- "C" Class Queensland Motor Vehicle License.
- Senior First Aid.

Classification at this level shall be by appointment by management.

Classification Senior Pilot Vessel Master: - Minimum requirements.

- Master Class (V) (trading) (unrestricted.)
- M.E.D. 2.
- Restricted Radio Operators License.
- "C" Class Queensland Motor Vehicle License.
- Senior First Aid.

Classification at this level shall be by appointment by management.

14.2 A new entrant has to fulfill the requisite number of pilotage transfers, emergency procedures and other competencies related to pilot transfers to the satisfaction of the Manager Pilotage Services.

15. REMUNERATION OF SALARIED OFFICERS

The salary rates prescribed in this agreement include rolled up first aid, district, holiday incentive allowances and leave loading. In conjunction with the attainment of the minimum requirements and appointment to a classification, the crew member will be paid a base salary according to the following scale:

Salary Rates

	1 November 2006 (4.0% increase)	1 November 2007 (4.0% increase)	1 November 2008 (4.0% increase)
Coxswain	\$59,273	\$61,644	\$64,109
Pilot Vessel Master B	\$63,989	\$66,549	\$69,211
Pilot Vessel Master A	\$67,484	\$70,183	\$72,990
Assistant Senior Pilot Vessel Master	\$74,056	\$77,018	\$80,099
Senior Pilot Vessel Master	\$77,343	\$80,436	\$83,654

16. PERFORMANCE BONUS

During the term of this Agreement it is agreed that Gladstone pilot transfer crew members will be entitled to a performance payment of \$9,000 per annum to be paid fortnightly in accordance with the following criteria; -

- Performance of pilotage transfer duties to meet operational and service demands within the roster as required.
- Day to day maintenance of pilot vessel/s to the satisfaction of the Manager Pilotage Services.
- In consultation with the Gladstone pilot transfer crew, undertake the delivery of transfer services to Port Alma.
- Continuation of the existing flexible arrangements in relation to call out on rostered time off (if available) as requested by Senior Pilot Vessel Master and/or Manager Pilotage Services

17. PHONE, INTERNET AND FAX USAGE AND ALLOWANCES

The following entitlements will apply to the Gladstone pilot transfer crew members:

- Each team member will be issued with a work mobile phone.
- The Senior Pilot Vessel Master and Assistant Senior Pilot Vessel Master will be issued fax machines to enable them to receive up dated shipping schedules 24 hours a day.
- All team members will have access to the internet from the work office.
- The Senior Pilot Vessel Master and Assistant Senior Pilot Vessel Master will receive a telephone allowance of \$400 P/A.

18. VEHICLE AVAILABILITY

The Gladstone pilot transfer crew will have a minimum of two (2) vehicles assigned to the Crew to enable the smooth

running of day-to-day operations, including the emergency call 30-minute response capability.

19. HIGHER DUTIES

When a Gladstone pilot transfer crew member is directed to perform higher duties he/she will be paid the higher rate from the commencement of the higher duties until the period of higher duties has been completed.

20. CLOTHING ENTITLEMENT

20 (1) Work Clothing

Subject to subclause 20 (2) below a yearly issue of work clothing will be made to team members on 1 November and will consist of the following items:

- 4 sets trousers (short or long as preferred).
- 4 sets shirts (short or long as preferred).
- 1 pair overalls.
- 5 pairs of socks.
- Reimbursement of up to \$110 (including GST) for deck shoes.

20 (2) Personal Protective Equipment and Substances (PPE)

Where a risk assessment has indicated that a workplace hazard or contaminant cannot be controlled at its source, appropriate PPE shall be provided by MSQ at the workplace to their respective employees exposed to the particular hazard and such PPE shall be worn or used by the employees as required.

PPE will include but not be limited to wet weather gear, polarized sunglasses, hats, sun cream and safety footwear. Where MSQ requires an employee to wear prescribed safety footwear, such footwear shall be supplied by MSQ to the employee at no cost to the employee concerned.

21. LEAVE IN LIEU OF PUBLIC HOLIDAYS

An additional seven leave days in lieu of working public holidays is credited to a leave bank on 1 January yearly to be taken during the subsequent year unless deferral is approved by the Manager Pilotage Services. Deferred days will be paid out as at 31 December yearly.

22. TRAINING/CAREER PATH

- Training courses must be approved by the Manager Pilotage Services prior to commencement; and
- Courses must be of benefit to both parties.

Training Undertaken at the Direction of Employer

On successful completion of the course the employer will reimburse:

- Full costs of the course;
- Reasonable accommodation costs;
- Weekly allowance to cover meals, travel and incidentals;
- Where the employee undertakes the course in his or her own time, a credit of day-for-day for study and examination attendance is provided.

Career Development Training

The following guidelines will apply for all career development training:

- All approved training will be fully funded by MSQ;
- Casual employees will be employed to relieve employees attending approved courses on rostered duty days at no cost to the attendees; and
- Approved career development will not attract days in lieu or payment for days in lieu.

23. ANNUAL LEAVE

Employees covered by this Agreement shall be entitled to five (5) calendar weeks recreation leave per year with a minimum of two calendar weeks to be taken at any one time except in special circumstances.

All recreation leave is to be taken at the discretion of the Senior Pilot Vessel Master with consideration being given to roster requirements and manning levels.

24. SICK LEAVE

24.1 Employees shall be entitled to 10 days sick leave per completed year of employment, to be credited at a rate of 0.4 of a day per fortnight. Sick Leave will be paid at the normal salary rate. There is no limit to the amount of sick leave that an employee can accumulate and no limit on the amount that can be taken at any one time. A Medical Certificate will need to be submitted for absences of longer than one day duration.

24.2 For Gladstone pilot transfer crew permanently employed at the date of certification of the Maritime Safety Queensland Gladstone Pilot Transfer Crew Certified Agreement 2003 – 2006 the following will apply:

24.2.1 MSQ shall on death of an employee, pay to the next of kin or the executors or administrators of the estate of the employee, sick pay accumulated and credited to the employee at the time of death, provided that the maximum amount applicable shall be 32 weeks.

24.2.2 MSQ shall on termination of an employee, through medically certified permanent incapacity, pay to the employee sick leave accumulated at the time of incapacity, provided that the maximum amount applicable shall be 32 weeks.

24.2.3 MSQ shall pay accumulated sick leave credits in accordance with the following table:

Years Of Maximum Amount Of Continuous Service	Maximum Amount Of Leave Paid On Termination In Good Standing	Untaken Sick Leave Paid On Certified Retirement
Under 5 Years	Nil	Nil
5 – 10 Years	2 Weeks	4 Weeks
10 – 15 Years	5 Weeks	10 Weeks
15 – 20 Years	10 Weeks	20 Weeks
20 – 25 Years	20 Weeks	All Up To 32 Weeks
25 Years And Over	All Up To 32 Weeks	All Up To 32 Weeks

25. OTHER LEAVE

All employees will be entitled to the following leave provisions in accordance with the relevant DEIR directives as amended from time to time:

- Long Service Leave
- Bereavement Leave
- Family Leave
- Parental Leave

26. REDUNDANCY POLICY

During the term of this Agreement employees covered by this Agreement will be entitled to redundancy provisions as per Appendix D of the Gladstone Port Authority Certified Agreement 2002.

27. REVIEW OF OPERATIONS

The parties agree to continue with the existing pilot transfer arrangements during the life of the agreement and MSQ has no position on changing those arrangements beyond that time. In the event MSQ decides to review its position in this regard, MSQ undertakes to consult with AMOU and relevant staff in relation to any matter that may effect the employment arrangements of the Gladstone pilot transfer crew.

28. EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

MSQ is committed to maximum employment security for permanent employees by developing and maintaining a responsive, impartial and efficient pilotage service as the preferred provider of existing services to Government, industry and the community.

The parties are committed to maximizing permanent employment where possible. Casual or temporary forms of employment should only be utilized where permanent employment is not viable or appropriate. MSQ will utilize workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

29. SUPERANNUATION

Gladstone pilot transfer crew will be entitled to superannuation in accordance with Queensland State Government Q Super superannuation scheme.

30. MEDICAL MAKE UP SCHEME

30.1 For persons employed at the date of certification of the Maritime Safety Queensland Gladstone Pilot Transfer Crew Certified Agreement 2003 – 2006 Medical Reimbursement as per the GPA Medical Reimbursement Scheme 2002 will apply.

30.2 Subject to agreement between the parties in relation to the form and scope of an annual medical assessment for all Gladstone pilot transfer crew members Medical Reimbursement as per the GPA Medical Reimbursement Scheme 2002 will be extended to all permanently employed Gladstone pilot transfer crew members on a pro rata basis effective the date of agreement on the annual medical assessment scheme.

It is the intention of the parties to reach agreement on the form and scope of an annual medical assessment within six (6) months of certification of this agreement.

31. GYM MEMBERSHIP SCHEME

31.1 Employees will have the option to access medicals and a \$180.00 p.a. gym membership subsidy.

31.2 Subject to agreement between the parties in relation to the form and scope of an annual medical assessment for all Gladstone pilot transfer crew members the annual gym membership subsidy will be increased to \$250 on a pro rata basis effective the date of agreement on the annual medical assessment scheme.

It is the intention of the parties to reach agreement on the form and scope of an annual medical assessment within six (6) months of certification of this agreement.

32. ACCOUNTABILITY AND REPORTING

Members of the Gladstone pilot transfer crew will be accountable and report to the Senior Pilot Vessel Master who in turn is accountable to the Manager Pilotage Services Gladstone. Any proposed roster arrangements will only be made after the agreement of all the parties.

33. PREVIOUS ARRANGEMENTS

Any previous arrangements, letters of agreement, memorandum of understandings etc, not included in this Agreement will cease to apply from the date of certification of this Agreement.

Signed for and on behalf of the Australian Maritime Officers)
 Union Queensland, Union of Employees) R BARNES

In the presence of: P DOMIGAN

Signed for and on behalf of Maritime Safety Queensland) J WATKINSON

In the presence of: J HARDY