

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Maritime Safety Queensland Gladstone Pilot Transfer Crew Certified Agreement 2009-2012

Matter No. CA/2009/121

Commissioner Asbury

25 November 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 09 November 2009, the Commission certifies the following written agreement:

Maritime Safety Queensland Gladstone Pilot Transfer Crew Certified Agreement 2009-2012 – CA/2009/121.

Made between:

Australian Maritime Officers Union Queensland Union of Employees
Maritime Safety Queensland

The agreement was certified by the Commission on 09 November 2009 and shall operate from 09 November 2009 until its nominal expiry on 08 November 2012.

In order to make the agreement certifiable, the following undertakings were given:

Employees will be entitled to redundancy provisions as per appendix D of the Gladstone Port Authority Certified Agreement 2002 and that entitlement will exist throughout the life of this agreement, being up until 31 October 2012 and thereafter as this agreement continues in force.

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

By the Commission.

I.C. Asbury
Commissioner

**MARITIME SAFETY QUEENSLAND GLADSTONE PILOT TRANSFER CREW CERTIFIED
AGREEMENT 2009-2012**

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1. TITLE

This Agreement shall be known as the *Maritime Safety Queensland Gladstone Pilot Transfer Crew Certified Agreement 2009-2012*.

2. OBJECTIVE

The objective of this Agreement is to detail the employment conditions of the Gladstone Region (Gladstone / Port Alma) Pilot Transfer Crew (the Crew) employed by Maritime Safety Queensland (MSQ).

3. PARTIES TO THE AGREEMENT

This agreement is made under the *Industrial Relations Act 1999*, between Maritime Safety Queensland (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 2012.

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 finalise negotiations one (1) month prior to the expiry date.

6. CLOSED AGREEMENT

6.1 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.

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

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

- a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission (QIRC) 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

6.4 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

- 9.1 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.
- 9.2 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.
- 9.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 9.4 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 employees(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, Maritime Safety Queensland 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 (QIRC) for conciliation, or if necessary, arbitration.

- 9.5 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

- 10.1 The parties agree that the underlying principle for appointments and promotions is to provide career paths for and to enhance the skills of the Crew. Therefore, it is the intent of the parties that all vacancies are at first offered internally to the Crew by way of application and if no suitable applicant is available then applications from other Maritime Safety Queensland (MSQ) employees will be called.
- 10.2 All appointments and promotions shall be based on the principle of merit.
- 10.3 All applications for vacancies with MSQ shall be formally acknowledged in writing. All unsuccessful applicants will also be advised in writing.

10.4 All vacant positions will be advertised for a minimum of seven (7) days and employees wishing to apply will be given the following information:

- a) Position title and salary arrangements
- b) Position description
- c) 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

- 13.1 Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- 13.2 Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph 13.1
- 13.3 Employees may be granted up to five (5) working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Chief Executive (or delegated authority) of the agency.
- 13.4 Additional leave, over and above five (5) working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the agency, the relevant union and the employee.
- 13.5 Upon request, and subject to approval, by the Chief Executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.
- 13.6 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- 13.7 At the discretion of the Chief Executive (or delegated authority), public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the

Ministerial Directive 08/06 ‘Special Leave’ in relation to special leave without salary. Conditions outlined in the Directive that provide for the employees’ return to work after unpaid leave will be met.

14 SALARY STRUCTURE

- 14.1 The Crew shall be paid a salary commensurate to their position within the structure of the team and in accordance with their level of qualifications.
- 14.2 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.

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

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 effective 1 November 2009		Salary effective 1 November 2010		Salary effective 1 November 2011	
	Base + 4.5%	\$Total	Base + 4%	\$Total	Base + 4%	\$Total
Coxwain		\$66,994		\$69,674		\$72,461
Pilot Vessel Master B		\$72,326		\$75,219		\$78,228
Pilot Vessel Master A		\$76,275		\$79,326		\$82,499
Assistant Senior Pilot Vessel Master		\$83,704		\$87,052		\$90,534
Senior Pilot Vessel Master		\$87,418		\$90,915		\$94,552

16. PERFORMANCE BONUS

16.1 During the term of this Agreement it is agreed that the Crew will be entitled to a performance payment of \$9,585 per annum to be paid fortnightly in accordance with the following criteria:

- a) Performance of pilotage transfer duties to meet operational and service demands within the roster as required.
- b) Within one month of the date of lodgement of this Agreement, each member of the Crew shall complete or revise and reach agreement with the Manager Pilotage Services Gladstone, Assistant Manager Pilotage Services Gladstone (or delegate), on an individual Personal Performance

Agreement (PPA) which will make reference to the Pilotage and Hydrographic Services Branch Workplan.

- c) Day to day maintenance of pilot vessel/s to the satisfaction of the Manager Pilotage Services Gladstone and Manager Vessels and Contracts (or delegate).
- d) In consultation with the Crew, undertake the delivery of transfer services to Port Alma.
- e) 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 Gladstone.
- f) Each member of the Crew will be available for four (4) days in each calendar year during the off roster periods for the purpose of training, mentoring and other agreed performance tasks. The Manager Pilotage Services Gladstone will maintain formal records of these days for Maritime Safety Queensland.

17. PHONE, INTERNET AND FAX USAGE AND ALLOWANCES

17.1 The following entitlements will apply to the Crew members:

- a) Each Crew member will be issued with a work mobile phone in accordance with *Queensland Transport Mobile Telephone Policy* (Dated: 8 January 2009 or as revised).
- b) The Senior Pilot Vessel Master and Assistant Senior Pilot Vessel Master will be issued fax machines to enable them to receive updated shipping schedules 24 hours a day. This provision may be reviewed with changing technology.
- c) All team members will have access to the internet from the work office.
- d) The Senior Pilot Vessel Master and Assistant Senior Pilot Vessel Master will receive a telephone allowance of \$400 per annum. This provision may be reviewed with changing technology.
- e) MSQ to provide work phone capable of accessing internet 24/7 in recognition of the necessity for the Crew to access shipping information.

18. VEHICLE AVAILABILITY

- 18.1 The Crew will have a minimum of two (2) QFleet vehicles assigned to enable the smooth running of day-to-day operations, including the emergency call 30-minute response capability.
- 18.2 All mandatory departmental reporting requirements relating to these vehicles will be met. Due care and responsibility for these vehicles must be taken.

19. HIGHER DUTIES

When a 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 MSQ issue standard Personal Protective Equipment (PPE) clothing in accordance with *QT Workplace Health and Safety Personal Protective Equipment - HR Procedures* (Dated: 30 October 2008 or as revised). PPE will

include, but not limited to wet weather gear and sun protection. Uniform, shoes and hats will be replaced in accordance with section 3.3 Replacement. All replacement uniforms will display the appropriate Government Logo.

- 20.2 In addition to 20.1 MSQ will reimburse purchase of sunglasses or contribution to prescription sunglasses up to the value of \$220 (including GST) for UV protective glasses which comply with appropriate Australian Standard (AS 1067 – Sunglasses minimum rating 2). Loss or replacement will be considered in accordance with section 3.3 Replacement of QT policy.
- 20.3 MSQ will reimburse purchase of safety footwear provided the choice of shoe is based on the following:
 - a) Non slip sole
 - b) Comfort for wearing for long periods (including standing on deck)
 - c) Water and/or oil resistant
 - d) Easy to kick or push off in an emergency
 - e) Neat appearance and/or match their uniform

21. LEAVE IN LIEU OF PUBLIC HOLIDAYS

- 21.1 An additional seven (7) leave days in lieu of working public holidays is credited to a leave bank on 1 January annually to be taken during the subsequent year unless deferral is approved by the Manager Pilotage Services Gladstone. Deferred days will be paid out as 31 December annually, as approved by the Director Pilotage and Hydrographic Services.
- 21.2 When an employee resigns during the year, adjustment will be made on a pro-rata basis for public holidays credited in advance.

22. TRAINING/CAREER PATH

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

22.2 Training Undertaken at the Direction of the Employer

- a) On successful completion of the course the employer will reimburse:
 - Full costs of the course;
 - Reasonable accommodation costs in accordance with Directive issued by the Minister for industrial Relations (Attachment A);
 - Daily allowance to cover meals, travel and incidentals in accordance with Directive issued by the Minister for industrial Relations (Attachment B);
- b) 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.

22.3 Career Development Training

- a) The following guidelines will apply for all career development training:
- All approved training will be fully funded by Maritime Safety Queensland;
 - 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

- 23.1 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.
- 23.2 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 ten (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 a Crew member permanently employed at the date of certification of the *Maritime Safety Queensland Gladstone Pilot Transfer Crew Certified Agreement 2003-2006* the following will apply:
- a) Maritime Safety Queensland 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.
 - b) Maritime Safety Queensland 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.
 - c) Maritime Safety Queensland 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 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 regards, MSQ undertakes to consult with AMOU and relevant staff in relation to any matter that may effect the employment arrangements of the Crew.

28. EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

- 28.1 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.
- 28.2 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 QSuper 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 Crew members, Medical Reimbursement as per the GPA Medical Reimbursement Scheme 2002 will be extended to all permanently employed Crew members on a pro rata basis effective the date of agreement on the annual medical assessment scheme.

31. GYM MEMBERSHIP SCHEME

31.1 Employees will have the option to access medicals and a \$250 annual gym membership subsidy.

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. CODE OF CONDUCT

- 33.1 All employees working for MSQ are required to work in a safe, effective and efficient manner and work as reasonably directed.
- 33.2 The Crew are subject to Maritime Safety Queensland and Department of Transport and Main Roads Codes of Conduct.

34. 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 Australian Maritime Officers Union Queensland, Union of Employees (AMOU): Richard Barnes

In the presence of: Michael Fleming

Signed by General Manager Maritime Safety Queensland: John Watkinson

In the presence of: Stephen Pitman