

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Maritime Safety Queensland Maritime Operations Certified Agreement 2015

*Matter No. 2016/CA000001*

COMMISSIONER THOMPSON

10 March 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 10 March 2016 the Commission certifies the following written agreement:

**Maritime Safety Queensland Maritime Operations Certified Agreement 2015** – (CA/2016/1) [as amended].

Made between:

State of Queensland (Department of Transport and Main Roads)

AND

The Australian Workers' Union of Employees, Queensland;  
Australian Maritime Officers Union Queensland Union of Employees;  
Together Queensland, Industrial Union of Employees;  
Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; and  
The Electrical Trades Union of Employees Queensland.

The agreement was certified by the Commission on 10 March 2016 and shall operate from 10 March 2016 until its nominal expiry on 30 September 2018.

This agreement replaces Maritime Safety Queensland, Maritime Operations Certified Agreement 2012 (CA/2013/39).

By the Commission.

Commissioner Thompson

# QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s.156 – certifying an agreement

Made Between

State of Queensland (Department of Transport and Main Roads)  
ABN 39 407 690 291

AND

Australian Maritime Officers Union Queensland Union of Employees and Others

## **MARITIME SAFETY QUEENSLAND MARITIME OPERATIONS CERTIFIED AGREEMENT 2015**

THIS AGREEMENT, made under the *Industrial Relations Act 1999*, on the 10th of March 2016 between the State of Queensland (Department of Transport and Main Roads) ABN 39 407 690 291 (herein after referred to as 'TMR'); the Australian Maritime Officers Union Queensland Union of Employees; The Electrical Trades Union of Employees Queensland; The Australian Workers' Union of Employees, Queensland; the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District and Together Queensland, Industrial Union of Employees on behalf of the employees of TMR covered by this agreement, witnesses that the parties mutually agree as follows:

### PART 1 APPLICATION AND OPERATION

- 1.1 Title
- 1.2 Application
- 1.3 Parties Bound
- 1.4 Relationship with Awards and Industrial Instruments
- 1.5 Agreements to be cancelled
- 1.6 Date of Operation
- 1.7 Consultation Process 1.8 Collective Industrial Relations
- 1.9 Workforce Planning
- 1.10 Consultative Committees
- 1.11 No Further Claims
- 1.12 Employment Security
- 1.13 Permanent Employment
- 1.14 Organisational Change and Restructuring

### PART 2 CAREER DEVELOPMENT

- 2.1 Training and Development
- 2.2 Traineeships
- 2.3 Recognition of Accredited Qualifications
  - 2.3.1 Commitment
  - 2.3.2 Appropriate Remuneration

### PART 3 WORK HEALTH AND SAFETY

- 3.1 Work Health & Safety
- 3.2 Workplace Bullying and Harassment

### PART 4 GENERAL CONDITIONS OF EMPLOYMENT

- 4.1 Part-Time Employees
- 4.2 Casual Employees
- 4.3 Management of Overtime and Accumulated Time
- 4.4 Call Out and Return to Duty
- 4.5 On Call Allowance
- 4.6 Emergent Overtime
- 4.7 Public Holidays
- 4.8 Maritime Operations Leave
- 4.9 Reasonable Workloads

- 4.10 Worklife Balance
- 4.11 Salary Packaging
- 4.12 Prevention and Settlement of Disputes

## PART 5 REMUNERATION OUTCOMES

- 5.1 Salary Increases
- 5.2 First Aid Allowance
- 5.3 Travelling Allowances
- 5.4 Workplace Preparation and Travelling Time
- 5.5 Accommodated Onboard a Vessel Overnight Allowance

## PART 6 MARINE OFFICERS

- 6.1 Hours of Work
- 6.2 Aggregate Salary Arrangements
  - 6.2.1 Aggregated Recompense for additional hours and weekends worked
  - 6.2.2 On Call Allowance
  - 6.2.3 Annual Leave Loading
  - 6.2.4 First Aid Allowance
  - 6.2.5 Other Allowance
- 6.3 Reporting Arrangements
- 6.4 Marine Officers Increments
- 6.5 Regional Support – State-wide Services / Staffing of QG Norfolk
- 6.6 Recruitment of Marine Officers

## PART 7 AREA MANAGERS

- 7.1 Hours of Work
- 7.2 Aggregated Salary Arrangements
  - 7.2.1 On Call
  - 7.2.2 First Aid Allowance
  - 7.2.3 Annual Leave Loading

## PART 8 VESSEL TRAFFIC SERVICE OPERATORS

- 8.1 Hours of Work
- 8.2 Aggregated Salary Arrangements
- 8.3 Annual Leave
- 8.4 Recreation Leave Debits
- 8.5 Sick Leave Debits
- 8.6 Rosters
- 8.7 Recruitment
  - 8.7.1 VTSO Progression Arrangements
    - 8.7.1.1 Progression to Level 2 (mandatory requirements)
    - 8.7.1.2 Progression to Level 3 (mandatory requirements)
    - 8.7.1.3 Appointment to VTS Level 4 Positions
    - 8.7.1.4 Relief and Training

## PART 9 MANAGERS VESSEL TRAFFIC MANAGEMENT

- 9.1 Hours of Work
- 9.2 Aggregate Salary Arrangements
  - 9.2.1 On Call Allowance
  - 9.2.2 First Aid Allowance
  - 9.2.3 Annual Leave Loading

## PART 10 MARITIME OPERATIONS OFFICERS (HYDROGRAPHIC SERVICES UNIT)

- 10.1 Hours of Work
- 10.2 Aggregated Salary Arrangements
  - 10.2.1 Overtime
  - 10.2.2 Management of Aggregated Overtime

10.2.3 Call Out / Return to Duty / On call Allowance

10.2.4 First Aid Allowance

10.2.5 Annual Leave Loading

10.3 Reporting Arrangements

10.4 Progression by Achievement - Maritime Operations Officer Grade B to Maritime Operations Officer Grade A

## PART 11 HYDROGRAPHIC SURVEYORS AND MARINE ENVIRONMENT PROTECTION UNIT EMPLOYEES

11.1 Allowances

### SIGNATORIES

### APPENDIX 1 SALARIES

Table 1 Marine Officers

Table 2 Area Managers

Table 3 Vessel Traffic Service Officers

Table 4 Managers Vessel Traffic Management

Table 5 Maritime Operations Officers - Hydrographic Services Branch

Table 6 Maintained Salaries

## **PART 1 APPLICATION AND OPERATION**

### **1.1 Title**

This Agreement will be known as the *Maritime Safety Queensland, Maritime Operations Certified Agreement 2015* (“*Agreement*”).

### **1.2 Application**

This Agreement will apply to employees of Maritime Safety Queensland employed in the following classifications:

- Marine Officers
- Area Managers
- Vessel Traffic Service Operators
- Managers Vessel Traffic Management
- Hydrographic Services (Maritime Operations Officers)
- Marine Environment Protection Unit (MEPU) employees and Hydrographic Surveyors

### **1.3 Parties Bound**

The parties bound by this Agreement are:

- Maritime Safety Queensland (MSQ), an agency of the Department of Transport and Main Roads;
- Australian Maritime Officers Union Queensland Union of Employees;
- The Electrical Trades Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; and
- Together Queensland, Industrial Union of Employees.

### **1.4 Relationship with Awards and Industrial Instruments**

This Agreement is to be read in conjunction with existing awards, including the *Queensland Public Service Officers and Other Employees Award – State 2015* (the Award) and industrial instruments covering employees covered by this Agreement. In the event of any inconsistency with existing awards and industrial instruments, the terms of this Agreement will take precedence.

### **1.5 Agreements to be cancelled**

This Agreement replaces and cancels the *Maritime Safety Queensland Maritime Operations Certified Agreement 2012 (CA/2013/39)* 3 June 2013.

### **1.6 Date of Operation**

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission to 30 September 2018. The parties have agreed that its terms shall be given operative effect on and from 1 October 2015.

### **1.7 Consultation Process**

In reaching this Agreement, the parties have benefited from maintaining an ongoing consultation process between Transport and Main Roads – Maritime Safety Queensland, the Australian Maritime Officers Union Queensland Union of Employees; The Electrical Trades Union of Employees, Queensland Branch; The Australian Workers' Union of Employees, Queensland; the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; Together Queensland, Industrial Union of Employees; and MSQ employees. The parties have undertaken to continue this consultation and involvement as the basis for future Agreements.

### **1.8 Collective Industrial Relations**

MSQ acknowledges that structured, collective industrial relations will continue as a fundamental principle.

The principle recognises the important role of unions and role the unions play in the employment relationship in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

MSQ as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.

MSQ is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.

It is the intention of the parties to meet no later than six (6) months before the nominal expiry date of this Agreement with the intention of negotiating and concluding a new Agreement to apply from 1 October 2018.

Should agreement not be reached for a new Agreement by 30 September 2018 the parties agree that they may make application to the Queensland Industrial Relations Commission for a member of the Commission to assist in furthering the bargaining process.

MSQ will ensure the intent of the Union Encouragement Policy is implemented during the life of this Agreement.

MSQ is to provide relevant unions with complete lists of new starters (consisting of name, job title and work location) to the workplace on a quarterly basis, unless agreed between MSQ and the union to be on a more regular basis. This information is to be provided electronically.

MSQ is required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the relevant agency and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s. 373(3) of the *Industrial Relations Act 1999*.

### **1.9 Workforce Planning**

MSQ will use workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs. Management will be responsible for managing and rostering Marine Officers on their 100 hours.

### **1.10 Consultative Committees**

MSQ will have an employer-union consultative committee (CC) with agreed terms of reference/operating principles. The consultative committee will be used to facilitate consultation on issues regarding the implementation of this Agreement.

During the first six months operation of this Agreement, the parties agree to discuss at the Consultative Committee the possibility of Marine Officers being offered the opportunity to job shadow and / or relieve as Vessel Traffic Service Operators. The parties agree these arrangements will provide learning and development opportunities for relevant employees.

### **1.11 No Further Claims**

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.

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

- (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are less favourable than the 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 the Award, Directives or Determinations made under the *Public Service Act 2008* effective at the date this Agreement was made, shall not be reduced for the life of this Agreement.

### **1.12 Employment Security**

MSQ is committed to maximising employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

MSQ agree to implement the Employment Security Policy during the life of this Agreement.

### **1.13 Permanent Employment**

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

### **1.14 Organisational Change and Restructuring**

MSQ is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.

These commitments are effected through the Government's Employment Security Policy.

MSQ will use workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

MSQ shall consult with the unions' parties to this Agreement of its intention to implement changes that may affect the employment security of its employees, prior to the commencement of any planned changes.

It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.

MSQ will report to the unions on a quarterly basis the current status of employment practices within the agency. Specifically, the report should detail the following:

- (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
- (b) the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
- (c) the number of people engaged through labour hire;
- (d) any significant variance in the number of permanent employees; and
- (e) the conversion of temporary employees to tenured status.

Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. Employees will comply with the directive about redundancy arrangements including the requirement that they participate actively in the deployment process. The full provisions of the directive about redundancy arrangements will be followed where employees refuse to participate or cooperate in these processes.

## **PART 2 CAREER DEVELOPMENT**

### **2.1 Training and Development**

Any employee covered by this Agreement who is required to have a Marine and/or Work Health and Safety (WH&S) qualification to perform their duties as detailed in the relevant position description will be reimbursed for all costs associated with the acquisition and/or maintenance of this qualification e.g. application, examination etc.

The parties to this agreement are committed to training and development to continue to improve the effectiveness of employees to perform their roles and other roles as required and to overall enhance career development wherever possible. This can be achieved in part by the completion of meaningful Performance Development Agreements (PDA) and supportive management.

Within six months of certification of this Agreement, MSQ in consultation with the applicable unions will review the relevant training available with a view to providing employees an opportunity to develop skills to perform their current roles and to further enhance and/or progress their careers.

This review will assess all available best practice training relevant to the operations of MSQ. The review will also seek to provide an appropriate list of training available to assist employees and their workplace leaders in the development of individual PDAs.

The parties also agree there is a dual responsibility between MSQ and employees regarding training and development. With this in mind, employees who have been allocated training are expected to complete the training within the allocated timeframes. Exceptions to completing these training courses within the allocated timeframes will be discussed and an appropriate solution sourced between the workplace leader, the employee and the training provider.

MSQ commits to funding any revalidation and/or renewals of certificates/licences that employees hold at the certification date of this agreement that are required for employees in their current role. If an employee seeks to obtain a higher standard of certificate/licence, MSQ will fund the costs associated with the certificate/licence held at certification of this agreement and the employee will fund any additional costs through their own means.

## **2.2 Traineeships**

All parties to this agreement are committed to creating employment opportunities for young people throughout Queensland.

In line with this commitment MSQ, with the support of other relevant stakeholders, will explore all avenues available to employ trainees.

These avenues will include, but not be limited to, operational and technical employee disciplines covered by this agreement.

MSQ will meet its current commitments with respect to trainees but due to the need for Marine Officers to have marine qualifications it is unlikely that MSQ will be able to employ staff who have finished Traineeships in Marine Officer Roles.

## **2.3 Recognition of Accredited Qualifications**

### **2.3.1 Commitment**

The parties are committed to the principle that financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:

- (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
- (b) reached the maximum paypoint of the specified Classification Level in the Administration Stream or the Operational Stream; and
- (c) spent one calendar year on the maximum pay point (or, in the case of permanent part-time or casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

### **2.3.2 Appropriate Remuneration**

The following remuneration shall be paid for employees that meet the requirements in Clause 2.3.1:

Certificate IV (AQF IV) AO2	\$41.50 per fortnight
Diploma (AQF V) AO3	\$42.80 per fortnight
Advanced Diploma (AQF VI) AO4	\$44.60 per fortnight
Certificate III (AQF III) OO2	\$20.00 per fortnight
Certificate IV (AQF IV) OO3	\$41.50 per fortnight
Diploma (AQF V) OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI) OO6	\$44.60 per fortnight

## **PART 3 WORK HEALTH AND SAFETY**

### **3.1 Work Health & Safety**

MSQ is committed to meeting its obligations under the *Queensland Work Health and Safety Act 2011* and other relevant State and Federal legislation.

### **3.2 Workplace Bullying and Harassment**

The parties agree that all employees have the right to be treated fairly and with dignity in an environment free from disruption, intimidation, harassment, victimisation and discrimination.

## **PART 4 GENERAL CONDITIONS OF EMPLOYMENT**

### **4.1 Part-Time Employees**

The spread of ordinary working hours for part-time employees shall be the same as that prescribed for a full-time employee prescribed in this Agreement.

Subject to the provisions contained in this clause, all provisions of this Agreement applicable to full time employees shall apply to part-time employees on a pro rata basis.

A part-time employee shall be entitled to any applicable allowances on a pro rata basis, however the following allowances shall apply in full:

- Travelling Allowance
- On call Allowance
- Meal Allowance

For work performed within the spread of ordinary hours as prescribed in this Agreement, and in addition to the number of hours specified to be worked in a week, a part-time employee shall be entitled to payment at the ordinary hourly rate.

The additional hours so worked shall be taken into account in the pro rata calculation of all entitlements.

When a part-time employee is authorised to work additional hours outside the spread of hours prescribed by this Agreement the part-time employee shall be eligible for payment for additional hours in accordance with the relevant industrial instrument.

### **4.2 Casual Employees**

In lieu of clause 8.3 (c), (d) & (e) of the Award, a casual employee who works in an Aggregated Salary Position will be paid casual loading in accordance with the following formula:

Annual salary for Aggregated Salary Position  
 ----- multiplied by casual loading  
 Weeks in year multiplied by hours worked per week

Note:

Weeks in year = 52

Casual loading = 123%

Hours worked per week = 38 for VTSOs

or

= 36.25 for Marine Officers, Area Managers and Maritime Operations Officers in Hydrographic Services

#### **4.3 Management of Overtime and Accumulated Time**

An employee directed to work on their prior approved accrued day off which is part of a scheduled and agreed work pattern will be paid for such work at the rate of time and a half for the first three hours and double time thereafter with a minimum of two hours work or payment thereof.

As an alternative to the above and on agreement between the employee and the delegated manager an employee directed to work on such employees accrued day off as detailed above may substitute an alternative future accrued day off on an hour for hour basis.

Employees who work for up to fourteen (14) hours in any one 24 hour period of time shall take a minimum ten (10) hour break prior to the recommencement of duty.

An employee who works so much additional hours between the termination of work on any one (1) day and the commencement of work on the next day so that ten (10) consecutive hours off duty has not occurred, shall be released after completion of such additional hours of work until ten (10) consecutive hours off duty occur, without loss of pay for ordinary working time occurring during absence.

If on the instructions of the delegated manager, such an employee resumes or continues work without having had ten (10) consecutive hours off duty, the employee is entitled to be paid overtime and shall be paid double rates until released from duty for such period and shall then be entitled to be absent until ten (10) consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

When an employee is called out and has worked in excess of two (2) hours on any one or more call – outs the above provisions shall apply.

#### **4.4 Call Out and Return to Duty**

Each region is to identify appropriately experienced and skilled employees who will be rostered and available outside ordinary hours to arrange or provide emergency response capability.

Each employee providing out-of-hours emergency response capability will only return to duty for matters consistent with the Region's reviewed/developed emergency response criteria.

For the purpose of this Agreement "on call" shall be defined as an employee who is placed on call and is required to remain contactable in order for MSQ to contact them during the hours for which they have been placed on call. Mobile phones will be provided by MSQ.

An employee shall respond to a "call out" by arriving at the Maritime Operations base or another agreed location within an agreed time frame in a fit state as prescribed by law, for the operation of vehicles, vessels and other equipment.

Each employee recalled to duty is required to provide details to their relevant Manager of the reasons for call out or provision of advice, start and finish times, time taken to perform response and outcome of response.

Employees are responsible for the immediate detailed recording of performance of duties without the need to leave the employee's place of residence. The time taken to complete this task will form part of the request for advice and overtime payment.

Where an employee is recalled to perform work during an off duty period, including when an employee is on call, such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport e.g. reimbursement of taxi fares, or payment of motor vehicle allowances as per the directive about motor vehicle allowance as amended from time to time.

Additional hours shall be calculated to the nearest quarter of an hour when an employee has worked in excess of two (2) hours on one or more call outs.

#### **4.5 On Call Allowance**

Maritime Safety Queensland has a requirement to have appropriately experienced employees available outside ordinary hours to attend, or to arrange employees to attend to matters such as but not limited to:

- emergency response
- oil/pollution response
- failure of prioritised navigation aids
- sea/search and rescue
- channel obstructions

In each region at least one suitably experienced employee shall be available out of hours to respond to such matters.

Each region will identify staff that will be rostered and available to attend to such matters.

An employee instructed by MSQ or a duly appointed employee to be available on call outside the ordinary working hours of duty shall be paid in addition to the ordinary rate of pay an allowance in accordance with the following scale:

- Where an employee is on call through the whole of a rostered day off or a statutory holiday the allowance will amount to 79.91% of the hourly rate of the Base Salary of a Marine Officer Grade 3 Level 4.
- Where an employee is on call during the night only of a rostered day off, an accrued day off or a statutory holiday the allowance will amount to 50.47% of the hourly rate of the Base Salary of a Marine Officer Grade 3 Level 4.
- Where the employee is on call on any other night the allowance will amount to 39.96% of the hourly rate of the Base Salary of a Marine Officer Grade 3 Level 4.

An employee on an aggregated salary instructed by MSQ or a duly appointed employee to be available on call outside the ordinary working hours of duty shall be paid in addition to the ordinary rate of pay an allowance in accordance with the following scale:

- Where an employee is on call through the whole of a rostered day off or a statutory holiday the allowance will amount to 90.98% of the hourly rate of the Base Salary of a Marine Officer Grade 3 Level 4.
- Where an employee is on call during the night only of a rostered day off, an accrued day off or a statutory holiday the allowance will amount to 57.46% of the hourly rate of the Base Salary of a Marine Officer Grade 3 Level 4.
- Where the employee is on call on any other night the allowance will amount to 45.49% of the hourly rate of the Base Salary of a Marine Officer Grade 3 Level 4.

Employees 'on call' receive the allowance for remaining:

- Contactable to the Regional Harbour Master (or Assistant Harbour Master or Area Manager) after hours via Mobile Phones and/or pagers.
- Within a designated proximity to the Maritime Operations Base as agreed between each Regional Management Team and employees.
- Capable of operating equipment such as cars, trucks and/or vessels if circumstances require.

#### **4.6 Emergent Overtime**

Emergent overtime is payable to employees (excluding senior officers and senior executive officers) engaged in pollution and emergency response. These employees are exempt from the overtime salary limitations prescribed by the directive about hours and overtime.

The exemption will only apply where the National Plan to Combat the Pollution of the Sea by Oil and other Noxious Substance is activated.

Overtime payments may commence from the date of approval and the exclusion will apply indefinitely.

#### **4.7 Public Holidays**

Further to clause 23.2 of the Award, work performed on public holidays including the show holiday and accrued as time off in lieu, shall be taken with annual leave or taken within 28 days on the day on which the employee worked.

Subject to statutory limitations, ordinary working days may be substituted for the public holidays.

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

#### **4.8 Maritime Operations Leave**

An employee (other than a casual) who, whilst performing their duties, is accommodated on board a vessel in a shore camp, or in any continuous combination of shore camp and vessel shall accrue two day's leave at ordinary rates for each completed calendar week (seven days).

An employee who is accommodated on board a vessel, in a shore camp, or in any continuous combination of shore camp and on board a vessel for more than one week, is entitled to Maritime Operations Leave. Such leave is to be calculated on a pro rata basis of 0.268 of a day's leave for each day in excess of one week.

For the purpose of this provision, "shore camp" shall mean being accommodated overnight on land at the MSQ's expense where there is no commercial accommodation available.

Where, for any reason, full travelling allowance (meals, incidentals and accommodation) is paid for overnight accommodation, then Maritime Operations Leave will not accrue.

Return to full travelling allowance or return to headquarters (place of permanent residence) will constitute a break in the accrual of Maritime Operations Leave.

#### **4.9 Reasonable Workloads**

MSQ is committed to working with its employees to address workload management issues.

MSQ should consider the impacts on workloads when organisational change occurs.

MSQ recognises their obligations under the *Work Health and Safety Act 2011* when managing workload issues.

#### **4.10 Worklife Balance**

MSQ is committed to establishing workplace practices that improve the balance between work and family for its employees.

The parties agree that requests by employees to access worklife balance initiatives will be considered provided that it is operationally convenient.

#### **4.11 Salary Packaging**

Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Sector Industrial and Employee Relations Division of the Public Service Commission.

The following principles for employees that avail themselves of salary packaging apply:

- (a) The costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the MSQ;
- (c) Increases or variations in taxation are to be passed to employees as part of their salary package;

- (d) Where mandated by relevant Government policy, employees must provide to the MSQ evidence of independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement; (e) MSQ will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
- (e) There will be no significant additional administrative workload or other ongoing costs to the MSQ;
- (f) Any additional administrative and fringe benefit tax costs are to be met by the employee;
- (g) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (h) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (i) Subject to federal legislation, employees may elect to adjust their current salary packaging arrangements to package up to 100% of salary to superannuation.

#### **4.12 Prevention and Settlement of Disputes**

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.

Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. 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.

There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.

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 by the Executive Director Maritime Operations Queensland and the Secretary of the union/s involved 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.

Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

The parties acknowledge that, for matters not covered by this agreement, there are other dispute resolution procedures available.

## **PART 5 REMUNERATION OUTCOMES**

### **5.1 Salary Increases**

Salary increases available to employees covered by this agreement over the life of this agreement:

1 October 2015	New pay rates as per Appendix 1 of this agreement shall apply from 1 October 2015 for all MSQ employees covered by this agreement. This increase amounts to 2.5% on pay rates applicable as at 30 September 2015.
1 October 2016	New pay rates as per Appendix 1 of this agreement shall apply from 1 October 2016 for all MSQ employees covered by this agreement. This increase amounts to 2.5% on pay rates applicable as at 30 September 2016.
1 October 2017	New pay rates as per Appendix 1 of this agreement shall apply from 1 October 2017 for all MSQ employees covered by this agreement. This increase amounts to 2.5% on pay rates applicable as at 30 September 2017.

## 5.2 First Aid Allowance

All employees subject to this agreement shall be eligible to be paid First Aid Allowance at the relevant rate prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* for carrying out first aid duties as required provided that:

- the person is the holder of a current First Aid Certificate;
- the person has a current Hepatitis B vaccination; and
- the person has, after satisfying the above conditions, been appointed in writing by MSQ as a First Aid Officer.

Payment of this allowance shall be made to the employee concerned from the date of accreditation as a First Aid Officer.

MSQ will provide an employee under this agreement, who wishes to be appointed as a First Aid Officer, time off and cover expenses for obtaining and maintaining their certification and vaccination. The costs of triennial recertification, annual resuscitation recertification, and currency of Hepatitis B vaccination shall be met by MSQ.

Employees who allow their first aid certificate to lapse in currency shall notify their manager immediately and be deemed to have their appointment as First Aid Officer automatically rescinded from the time the certificate lapses in currency for any reason until recertification has been completed. Any overpayment in this circumstance shall be recovered.

All employees on aggregate salary arrangements shall have the First Aid Allowance existing at the date of certification of this agreement included into the salary.

## 5.3 Travelling Allowances

Employees (other than casuals) required to work away from their usual headquarters will be provided with reasonable transport and accommodation or compensation for reasonable expenses. Reasonable transport will include travel from a base or airport. Provided payment of accommodation, meals and incidental expenses necessarily incurred by an employee will be allowed in accordance with the directive about travelling and relieving expenses or excess travel as amended from time to time.

Where practical, employees attending oil spill responses when the National Plan to Combat the Pollution of the Sea by Oil and other Noxious Hazardous Substances has been activated will be paid:

- actual expenditure for accommodation;
- incidental allowance in accordance with the directive about travelling and relieving expenses or excess travel as amended from time to time; and
- meal allowances in accordance with the directive about travelling and relieving expenses or excess travel as amended from time to time.

Where responses are required in isolated locations all meals and accommodation will be provided by MSQ at no expense to the employee.

## **5.4 Workplace Preparation and Travelling Time**

All employees (other than casuals) covered by this agreement who are required to work away from the base to which they usually report shall be transported by MSQ or funded by MSQ to travel from the base to the job and return.

The time spent in travelling from the base to the project site and workplace preparation for such work shall be paid for at ordinary rates.

Where employees are required to travel and perform workplace preparation away from their base, such work outside ordinary hours shall be paid for such travel and preparation at normal overtime rates (any employee at the AO6 paypoint 1 equivalent or above (including PO6) will be compensated with TOIL in accordance with the relevant directive about hours and overtime).

## **5.5 Accommodated Onboard a Vessel Overnight Allowance**

In recognition of restrictive vessel accommodation conditions, all employees covered by this agreement when directed to be accommodated onboard a vessel overnight shall be entitled to the following:

- an allowance in accordance with the information below equating to a rate per night for each night accommodated onboard the vessel;
- incidental allowance in accordance with the relevant directive about travelling and relieving expenses or excess travel as amended from time to time; and
- meal allowances in accordance with the relevant directive about travelling and relieving expenses or excess travel as amended from time to time except in exceptional circumstances, e.g. Oil spill response in isolated locations where all meals will be provided by MSQ at no expense to the employee.

As at 1 October 2015 – \$65.90

As at 1 October 2016 – \$67.55

As at 1 October 2017 - \$69.25

The rates specified in Clause 5.5 shall apply when employees are accommodated overnight in a shore camp (refer to Clause 4.8 for definition of shore camp).

## **PART 6 MARINE OFFICERS**

### **6.1 Hours of Work**

The ordinary hours of work for Marine Officers shall be 36.25 hours per week, to be worked between 6.00am and 6.00pm, Monday to Friday inclusive.

### **6.2 Aggregate Salary Arrangements**

Marine Officers will receive an aggregated salary comprised of the components detailed below. The aggregate salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases and for the purposes of severance payments under the directive about redundancy arrangements.

Marine Officers Grade One, Grade Two and Grade Three will have an aggregated salary comprising:

- Recompense for weekend and additional hours worked (calculated as the equivalent of four weekends per year but is not limited to weekends) (clause 6.2.1);
- On call Allowance (clause 6.2.2);
- Annual Leave Loading (clause 6.2.3); and
- First Aid Allowance (clause 6.2.4).

#### **6.2.1 Aggregated Recompense for additional hours and weekends worked**

Included in the aggregated salary is 100 hours or equivalent per annum of additional hours worked. Additional hours will be work performed outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day.

Employees recalled to perform duty will be paid for the time worked at the prescribed overtime rate, with a minimum payment of 2 hours.

Area Managers will be required to establish flexible local arrangements with Marine Officers to work the required additional hour's allocation to best meet projected work requirements.

Additional hours worked as a result of any hydrographic survey work, pilotage transfers or when the directive about critical incident entitlements and conditions is invoked, will be excluded from the 100 hours of aggregated additional hours. These additional hours will be paid in accordance with the directive about hours and overtime or directive about critical incident entitlements and conditions as applicable.

For purposes of clarity, this will become effective from the operative date of the agreement in the first year, and 1 July thereafter.

Each Area Manager will be responsible for the management and use of additional hours included in each Marine Officer's aggregated salary.

No additional hours shall be worked without the prior approval of the Executive Director Maritime Operations.

Any prior approved hours worked in addition to hours designated in the aggregate salary for Marine Officer Grade 1 and Marine Officer Grade 2 employees can be claimed and remunerated as overtime or TOIL in accordance with the *Queensland Public Service Officers and Other Employees Award – State2015* and directive about hours and overtime.

Any prior approved additional hours worked by Marine Officer Grade 3 employees in addition to hours designated in the aggregate salary will be compensated by Time Off In Lieu (TOIL) in accordance with the *Queensland Public Service Officers and Other Employees Award – State2015* and the directive about hours and overtime.

### **6.2.2 On Call Allowance**

Included in the aggregated salary is 15 weeks at applicable rates for Marine Officers.

This payment covers on call availability for all hours outside normal hours over 15 weeks during the financial year.

There will be no claims for additional on call allowance beyond 15 weeks except in circumstances where:

- There is an emergent situation e.g. grounding of a vessel or major oil spill.
- There is a critical business need to use a Marine Officer(s) that possesses specific maritime skills and / or marine licence(s).

No additional on call allowance shall be scheduled without the prior approval of the Executive Director Maritime Operations.

Any prior approved on call duties worked by Marine Officers in addition to the 15 weeks allocated for the aggregate salary can be claimed as additional payments in accordance with the provisions of clause 4.5 of this agreement.

Rostering and allocation arrangements for callout/return to duty shall be discussed between the Area Manager and the Marine Officers within each region.

### **6.2.3 Annual Leave Loading**

Included in the aggregated salary is 17.5% leave loading paid on 4 weeks annual leave each year to each Marine Officer.

### **6.2.4 First Aid Allowance**

Included in the aggregated salary, where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Officers and Other Employees Award – State2015* existing at the date of certification of this Agreement.

### **6.2.5 Other Allowances**

Marine Officers may claim all other allowances and entitlements in accordance with the provisions of Part 5 of this Agreement (Allowances). Such payments will not be included as part of the aggregate salary.

### **6.3 Reporting Arrangements**

Area Managers have responsibility for the day to day operational management of the region. It is recognised that some Marine Officers will have responsibility for certain programs of work from time to time and other Marine Officers will report to them for the performance of duties under that program of work.

### **6.4 Marine Officers Increments**

Movement within Marine Officers classification levels (Grades) will be based on annual increments in accordance with the award (including pro-rata arrangements for part-time & casual employees).

From the effective date of this agreement, all Marine Officers who have been employed for more than 12 months and not on paypoint increment level 4 within their Marine Officer Grade will move to the next paypoint increment within their Marine Officer Grade and each 12 months thereafter until they reach paypoint 4 in their Marine Officer Grade.

Movement between Marine Officers Grade 1 and 2 and Grade 2 and 3 shall be filled in accordance with the directive about recruitment and selection.

For those employees who have commenced within the last twelve months from the effective date of the agreement, they will move to the next paypoint increment within their Marine Officer Grade after 12 months of service and each 12 months thereafter until they reach paypoint 4 in their Marine Officer Grade.

MSQ will liaise with Queensland Shared Services with the aim to have all applicable paypoint increments processed for relevant officers within 3 months of certification of the agreement.

### **6.5 Regional Support - State-wide Services / Staffing of QG Norfolk**

Where practicable Marine Officers will crew the above vessel to allow this vessel to successfully undertake and complete navigation aids projects, hydrographic survey projects and marine safety auditing projects throughout the State. Crewing of the QG Norfolk may assist Marine Officers gain sea time and relevant skills and competencies.

### **6.6 Recruitment of Marine Officers**

MSQ will determine the numbers of appointments to the position of Marine Officer Grade 3 which will be via a merit selection process in accordance with directive about recruitment and selection.

Over time each Regional Harbour Master in consultation with their management team will determine a suitable staffing profile for their region. When a Marine Officer vacancy arises a decision may be made to undertake a recruitment process at a suitable Marine Officer Grade dependent upon the business need at the time.

When a position does become vacant, the Regional Harbour Master in consultation with their management team will decide whether a vacant position should be filled based on operational requirements and the budget requirements at that time.

From date of certification of the agreement all new employees will be employed in accordance with the relevant parts of this Agreement.

## **PART 7 AREA MANAGERS**

### **7.1 Hours of Work**

The ordinary hours of work for Area Managers shall be 36.25 hours per week, to be worked between 6.00am and 6.00pm, Monday to Friday inclusive.

Additional Hours will be work performed outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day. Additional hours can only be worked with prior approval from the Regional Harbour

Master. Any approved additional hours worked will be compensated by Time Off In Lieu (TOIL) except where clause 4.6 of this agreement applies.

## **7.2 Aggregated Salary Arrangements**

Area Managers will receive an aggregated salary comprised of the components detailed below. The aggregate salary will be the salary for all purposes of the agreement including all leave, superannuation and future salary increases and for the purposes of severance payments under the directive about redundancy arrangements. Area Managers will have an aggregated salary comprising:

- On call (clause 7.2.1)
- First Aid Allowance (clause 7.2.2)
- Annual Leave Loading (clause 7.2.3)

### **7.2.1 On Call**

Included in the aggregated salary is 15 weeks at the applicable rates as applied in the Marine Officer salary rates. This payment covers on call availability for all hours outside normal hours in a week.

Each Area Manager is required to be available to attend out of hours, to such matters for 15 weeks in each financial year (1 July – 30 June).

On call arrangements shall be discussed between the Area Manager and the Regional Harbour Master.

There will be no claims for additional on call allowance during the life of this agreement except where the Executive Director Maritime Operations deems there is a critical business need that requires an Area Manager's skills and expertise.

No additional on call shall be worked without the prior approval of the Executive Director Maritime Operations and shall be paid in accordance with clause 4.5 of this Agreement.

### **7.2.2 First Aid Allowance**

Included in the aggregated salary is, where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Officers and Other Employees Award – State2015* existing at the date of certification of this agreement.

### **7.2.3 Annual Leave Loading**

Included in the aggregated salary is 17.5% leave loading paid on 4 weeks annual leave each year to each Area Manager.

## **PART 8 VESSEL TRAFFIC SERVICE OPERATORS**

### **8.1 Hours of Work**

The hours of work for Vessel Traffic Service Operators are as per continuous shift workers roster arrangements implemented at the local level based on an average 42 hour week (VTSOs are employed on a 38 hour week plus 4 hours overtime).

For the purposes of this Agreement VTSOs shall be designated as continuous shift workers.

### **8.2 Aggregated Salary Arrangements**

Vessel Traffic Services will receive an aggregated salary comprised of the components detailed below. The aggregate salary will be the salary for all purposes of the agreement including all leave, superannuation and future salary increases and for the purposes of severance payments under the directive about redundancy arrangements. Vessel Traffic Services will have an aggregated salary comprising:

- An average of 4 hours per week overtime
- Weekend and public holiday penalty payments
- Overtime meal allowances
- Shift penalties for all afternoon and evening shifts

- Annual leave loading
- First Aid Allowance (Where applicable)

### **8.3 Annual Leave**

From the date of certification each VTSO in recognition of the fact they are continuous shift workers shall be entitled to accumulate 15.834 hours annual leave for each completed month of employment as per the relevant directive about annual leave.

This equates to 190 hours (5 x 38 hour weeks) annual leave accumulated each year.

### **8.4 Recreation Leave Debits**

Consistent with the directive about annual leave, the overtime/TOIL component within the 42 hours of duty per week performed on average by VTSOs and roster arrangements a deduction of 10 hours for each 12 hour shift will be deducted from recreation leave balances.

Under current shift arrangements the above will enable any VTSO access to five (5) full calendar weeks leave (19 shifts) when required.

### **8.5 Sick Leave Debits**

Consistent with the directive about sick leave all VTSOs will have deducted 9.5 hours from sick leave balances for each 12 hour shift as per the following formula:

***Example:***

Leave Entitlement (LE) = Working Days (WD) X Daily Hours (DH)

(76 hours per annum) = 10 WD which equates to 8 X 12 hour shifts

I.e. Sick Leave Deduction per 12 hour shift = LE (76 hours) / 8 shifts per 10 WD = 9.5 hours per shift

### **8.6 Rosters**

The structure and approach to rostering of VTS operations at each centre will be guided by statewide principles associated with best practice fatigue management and other WH&S considerations.

At each VTS location working rosters will be negotiated and implemented by the Manager VTM to satisfy operational and leave requirements. Each roster must comply with the following:

- Any recreation leave, long service leave or leave without pay for periods of 1 week or more must be applied for six (6) weeks in advance;
- The above leave, if approved, will be "built into" the rosters and be resourced by the use of temporary or permanent VTSOs only;
- The use of casual VTSOs will be restricted to short term absences for which minimal notice has been received.

Each VTS Centre must ensure a sufficient pool of casual and temporary employees are available at any one time to ensure all shifts are resourced without the use of overtime. Overtime will only be approved in exceptional circumstances and will require prior approval of the Executive Director Maritime Operations.

As part of developing the skills of staff the relevant managers and Regional Harbour Master should consider short term relief opportunities, mentoring or job shadowing by Marine Officers on VTS day shifts. Where appropriate, Managers Vessel Traffic Management should also perform shifts from time to time to reduce casual usage.

### **8.7 Recruitment**

Effective from date of certification of this Agreement all new entrant VTSOs will be recruited via an open merit based selection process at the VTSO Level 1 (except when Level 4 recruitment is deemed necessary).

#### **8.7.1 VTSO Progression Arrangements**

The progression arrangements for VTS operating during the term of this Agreement will be as follows:

#### **8.7.1.1 Progression to Level 2 (mandatory requirements)**

Successful attainment of a VTS Operator Course qualification within 12 months of probationary period being successfully completed. The probation period will generally be three (3) months.

#### **8.7.1.2 Progression to Level 3 (mandatory requirements)**

- Successful completion of a formal "on the job" assessment after 12 months continuous satisfactory employment as a VTSO Level 2.
- The satisfactory employment and formal "on the job" assessment will be in accordance with the current performance agreement.

#### **8.7.1.3 Appointment to VTS Level 4 Positions**

- Appointment to VTS Level 4 positions will be on a vacancy only business needs basis.
- There will be no progression arrangements to VTS Level 4.
- Appointments to VTSO Level 4 will occur by a closed recruitment and selection process available only to current VTSOs.
- The successful candidate will be provided with accredited VTS Advanced Operator / Supervisor Course training as soon as practicable.
- Upon appointment the successful candidate will be remunerated at the VTS Level 4 salary. The continuation of this salary level will be dependent upon successful completion of the VTS Advanced Operator / Supervisor Course training program within 12 months of appointment.

#### **8.7.1.4 Relief and Training**

It is MSQ's preference to offer higher duties arrangements to permanent VTSO Level 3s when sourcing suitable employees to backfill VTSO Level 4s. As a first option, VTSO Level 3s may be offered the opportunity to act in the VTSO Level 4 role when operationally required.

Any acting up in higher duties by VTSO Level 3s in VTSO Level 4 roles will be in accordance with the relevant directive about higher duties.

Where possible MSQ will endeavour to arrange training for VTSO Level 3 employees in the VTS Advanced Operator Training. Priority will be given to those centres where VTSO Level 3 employees may work on shifts without a VTSO Level 4 employee.

In the 1st year of the agreement 2 VTSOs in total will attend the accredited VTS Advanced Operator Course from centres where there are single operators on either day or night shifts.

In the 2<sup>nd</sup> and 3<sup>rd</sup> year of the agreement one VTSO level 3 will also attend the VTS Advanced Operator Course. MSQ will undertake an Expression of Interest process to determine the most suitable VTSO. The decision on who is offered and attends the training will be solely at the discretion of the Executive Director Maritime Services.

### **PART 9 MANAGERS VESSEL TRAFFIC MANAGEMENT**

#### **9.1 Hours of Work**

The ordinary hours of work for Managers Vessel Traffic Management shall be 36.25 hours per week, to be worked between 6.00am and 6.00pm, Monday to Friday inclusive. Any work to be performed outside the spread of hours will require the prior approval of the relevant Regional Harbour Master.

#### **9.2 Aggregate Salary Arrangements**

Managers Vessel Traffic Management will receive an aggregated salary comprised of the components detailed below.

The aggregate salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases and for the purposes of severance payments under the directive about redundancy arrangements. Managers Vessel Traffic Management will have an aggregated salary comprising:

- On call (clause 9.2.1)

- First Aid Allowance (clause 9.2.2)
- Annual Leave Loading (clause 9.2.3)

### **9.2.1 On Call Allowance**

Included in the aggregated salary is 15 weeks at applicable rates. This payment covers on call availability for all hours outside normal hours in a week.

There will be no claims for additional on call allowance during the life of this agreement except in circumstances where the Executive Director decides there is a business need that requires the skills and expertise of a Manager Vessel Traffic Management.

No additional on call shall be worked without the prior approval of the Executive Director Maritime Operations and shall be paid in accordance with clause 4.5 of this Agreement.

### **9.2.2 First Aid Allowance**

Included in the aggregated salary is, where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Officers and Other Employees Award – State2015* existing at the date of certification of this Agreement.

### **9.2.3 Annual Leave Loading**

Included in the aggregated salary is 17.5% leave loading paid on 4 weeks annual leave each year to each Manager Vessel Traffic Management will be included in the aggregate salary.

## **PART 10 MARITIME OPERATIONS OFFICERS (HYDROGRAPHIC SERVICES)**

The following classification levels will apply:

- Maritime Operations Officer Grade B (OO4)
- Maritime Operations Officer Grade A (OO5)
- Senior Maritime Operations Officer (OO6)

The term Maritime Operations Officers found in this Part includes each of the above listed classifications and can only apply to Maritime Operations Officers employed within the Hydrographic Services Branch.

### **10.1 Hours of Work**

The ordinary hours of work for Maritime Operations Officers shall be 36.25 hours per week, to be worked between 6.00am and 6.00pm, Monday to Friday inclusive.

### **10.2 Aggregated Salary Arrangements**

Maritime Operations Officers will receive an aggregated salary comprised of the components detailed below.

The aggregate salary will be the salary for all purposes of the agreement including all leave, superannuation and future salary increases and for the purposes of severance payments under the directive about redundancy arrangements. Maritime Operations Officers will have an aggregated salary comprising:

- Overtime (clause 10.2.1)
- On Call Allowance (clause 10.2.3)
- First Aid Allowance (clause 10.2.4)
- Annual Leave Loading (clause 10.2.5)

#### **10.2.1 Overtime**

Overtime is considered work outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day.

In its commitment for worklife balance the parties agree Maritime Operations Officers will be able to accumulate Accrued Time and TOIL as a result of working additional hours whilst crewing vessels. The Accrued

Time and TOIL can be used to enable each employee to take up to three (3) weeks leave upon return to their Brisbane base.

Working of additional hours must have prior approval of the Manager Hydrographic Services or their nominated delegate. Any approved additional hours of work in excess of the approved overtime designated in the aggregate salary can be claimed and remunerated in accordance with relevant part of the Agreement. This may result in additional hours being remunerated by either payment of overtime or by TOIL.

### **10.2.2 Management of Aggregated Overtime**

Included in the aggregated salary is 250 hours overtime per annum. The Manager Hydrographic Services will be responsible for the management and use of the 250 hours of overtime included in the Maritime Operations Officer aggregated salary.

Maritime Operations Officers will be required to establish flexible arrangements with relevant managers to work the 250 hours per annum overtime allocation to best meet projected work requirements.

Overtime worked as a result of any extraordinary emergency situation, for example a grounding or major oil spill, will be included in the 250 hours of aggregated overtime.

The working of additional overtime in excess of the 250 hours by any Maritime Operations Officer will only be approved under the following conditions:

- The Manager Hydrographic Services or their nominated delegate is satisfied that all Maritime Operations Officers are meeting their overtime commitments;
- All other avenues of internal service delivery have been considered prior to the request to work additional overtime being forwarded for approval; and
- The working of all additional overtime in excess of the 250 hours of overtime contained in the aggregated salary will only be commenced after formal approval is obtained from the Manager Hydrographic Services or their nominated delegate.

### **10.2.3 Call Out / Return to Duty / On Call Allowance**

An employee recalled to perform work during will receive a minimum payment of two (2) hours at the prescribed overtime rate.

Each Maritime Operations Officer shall be required to be available to attend out of hours, to such matters for 15 weeks in each financial year (July 1 - June 30).

The aggregated salary for Maritime Operations Officers shall contain an annual allowance for 15 weeks on call availability.

This payment covers on call availability for all hours outside normal hours in a week.

Any prior approved on call duties required by MSQ to be worked in addition to the 15 weeks allocated for the aggregated salary can be claimed as additional payments in accordance with the provisions of Clause 4.5.

### **10.2.4 First Aid Allowance**

Included in the aggregated salary is, where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Officers and Other Employees Award – State2015* existing at the date of certification of this Agreement.

### **10.2.5 Annual Leave Loading**

Included in the aggregated salary is 17.5% leave loading paid on 4 weeks annual leave each year to each Maritime Operations Officer.

## **10.3 Reporting Arrangements**

Maritime Operations Officers and Senior Maritime Operations Officers will report to the Manager Hydrographic Services.

## **10.4 Progression by Achievement - Maritime Operations Officer Grade B to Maritime Operations Officer**

## Grade A

Progression to Maritime Operations Officer Grade A (OO5) level will be possible if the officer has:

- performed full time Maritime Operations Officer Grade B (OO4) duties for a minimum period of three (3) years or equivalent for part-time employees;
- supported by a satisfactory performance record;
- gained appropriate qualifications as outlined in the current Maritime Operations Officer Grade A position description;
- training and career support will be in accordance with Part 2 of this Agreement; and
- where an employee has a minimum of three (3) years relevant maritime experience prior to appointment, satisfies the selection criteria within the current position description, and formal approval of the Executive Director Maritime Operations, progression to the Maritime Operations Officer Grade A level shall occur prior to three (3) years experience as a Maritime Operations Officer Grade B (OO4) having been obtained.

## **PART 11 HYDROGRAPHIC SURVEYORS AND MARINE ENVIRONMENT PROTECTION UNIT EMPLOYEES**

### **11.1 Allowances**

From date of certification of this Agreement, each employee under this Part may claim all allowances and entitlements in accordance with the provisions of Part 5 and clause 4.5 of this Agreement (On Call Allowance).

### **SIGNATORIES**

Signed for and on behalf of **Department of Transport and Main Roads** . Neil Scales

In the presence of . Jennifer Grace

Signed for and on behalf of Australian Maritime Officers Union Queensland, Union of Employees ..  
Chris Neiberding

In the presence of: .????

Signed for and on behalf of Australian Institute of Marine and Power Engineers, Union of Employees ...  
Peter Toohey

In the presence of:.. B. Matthey

Signed for and on behalf of Together Queensland, Industrial Union of Employees, Union of Employees ..  
Alex Scott

In the presence of: .????

Signed for and on behalf of The Electrical Trades Union of Employees Queensland. Keith ???

In the presence of:.. Bagnell???

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland . Ben Swan

In the presence of:.. Mullen

## APPENDIX 1 SALARIES

**Table 1 Marine Officers**

Position		Aggregated Annual Salary	Aggregated Annual Salary	Aggregated Annual Salary
		1/10/2015 to 30/09/2016	1/10/2016 to 30/09/2017	1/10/2017 to 30/09/2018
<b>Salaries Including First Aid Allowance</b>				
Marine Officer Grade Three Level Four	AO6 (4)	\$106,866.50	\$109,518.60	\$112,237.00
Marine Officer Grade Three Level Three	AO6 (3)	\$104,637.60	\$107,234.00	\$109,895.30
Marine Officer Grade Three Level Two	AO6 (2)	\$102,395.10	\$104,935.50	\$107,539.40
Marine Officer Grade Three Level One	AO6 (1)	\$100,152.60	\$102,636.90	\$105,183.30
Marine Officer Grade Two Level Four	AO4 (4)	\$83,535.20	\$85,604.10	\$87,724.70
Marine Officer Grade Two Level Three	AO4 (3)	\$81,126.80	\$83,135.50	\$85,194.40
Marine Officer Grade Two Level Two	AO4 (2)	\$78,728.70	\$80,677.40	\$82,674.80
Marine Officer Grade Two Level One	AO4 (1)	\$76,337.40	\$78,226.30	\$80,162.40
Marine Officer Grade One Level Four	AO2 (8)	\$61,271.70	\$62,784.00	\$64,334.10
Marine Officer Grade One Level Three	AO2 (7)	\$59,699.40	\$61,172.40	\$62,682.20
Marine Officer Grade One Level Two	AO2 (6)	\$58,248.10	\$59,684.80	\$61,157.40
Marine Officer Grade One Level One	AO2 (5)	\$56,907.50	\$58,310.70	\$59,748.90
<b>Salaries Without First Aid Allowance</b>				
Marine Officer Grade Three Level Four	AO6 (4)	\$106,083.80	\$108,735.90	\$111,454.30
Marine Officer Grade Three Level Three	AO6 (3)	\$103,854.90	\$106,451.30	\$109,112.60
Marine Officer Grade Three Level Two	AO6 (2)	\$101,612.40	\$104,152.80	\$106,756.70
Marine Officer Grade Three Level One	AO6 (1)	\$99,369.90	\$101,854.20	\$104,400.60
Marine Officer Grade Two Level Four	AO4 (4)	\$82,752.50	\$84,821.40	\$86,942.00
Marine Officer Grade Two Level Three	AO4 (3)	\$80,344.10	\$82,352.80	\$84,411.70

Marine Officer Grade Two Level Two	AO4 (2)	\$77,946.00	\$79,894.70	\$81,892.10
Marine Officer Grade Two Level One	AO4 (1)	\$75,554.70	\$77,443.60	\$79,379.70
Marine Officer Grade One Level Four	AO2 (8)	\$60,489.00	\$62,001.30	\$63,551.40
Marine Officer Grade One Level Three	AO2 (7)	\$58,916.70	\$60,389.70	\$61,899.50
Marine Officer Grade One Level Two	AO2 (6)	\$57,465.40	\$58,902.10	\$60,374.70
Marine Officer Grade One Level One	AO2 (5)	\$56,124.80	\$57,528.00	\$58,966.20

**Table 2 Area Managers**

Position		Aggregated Annual Salary	Aggregated Annual Salary	Aggregated Annual Salary
		1/10/2015 to 30/09/2016	1/10/2016 to 30/09/2017	1/10/2017 to 30/09/2018
<b>Salaries Including First Aid Allowance</b>				
Area Manager	AO7 (4)	\$113,630.40	\$116,451.60	\$119,343.40
<b>Salaries Without First Aid Allowance</b>				
Area Manager	AO7 (4)	\$112,847.70	\$115,668.90	\$118,560.70

**Table 3 Vessel Traffic Service Operators**

Position	Aggregated Annual Salary	Aggregated Annual Salary	Aggregated Annual Salary
	1/10/2015 to 30/09/2016	1/10/2016 to 30/09/2017	1/10/2017 to 30/09/2018
<b>Salaries Including First Aid Allowance</b>			
VTS Level 4 (OO5/4)	\$104,971.50	\$107,576.30	\$110,246.20
VTS Level 3 (OO5/3)	\$101,611.60	\$104,132.40	\$106,716.20
VTS Level 2 (OO5/2)	\$98,536.10	\$100,980.00	\$103,485.00
VTS Level 1 (Entry Level) (OO5/1)	\$95,391.70	\$97,757.00	\$100,181.40
<b>Salaries Without First Aid Allowance</b>			
VTS Level 4 (OO5/4)	\$104,188.80	\$106,793.60	\$109,463.50

VTS Level 3 (OO5/3)	\$100,828.90	\$103,349.70	\$105,933.50
VTS Level 2 (OO5/2)	\$97,753.40	\$100,197.30	\$102,702.30
VTS Level 1 (Entry Level) (OO5/1)	\$94,609.00	\$96,974.30	\$99,398.70

**Table 4 Managers Vessel Traffic Management**

Position	Aggregated Annual Salary	Aggregated Annual Salary	Aggregated Annual Salary
	1/10/2015 to 30/09/2016	1/10/2016 to 30/09/2017	1/10/2017 to 30/09/2018
<b>Salaries Including First Aid Allowance</b>			
Manager (Vessel Traffic Management)	\$123,798.10	\$126,873.50	\$130,025.80
<b>Salaries Without First Aid Allowance</b>			
Manager (Vessel Traffic Management)	\$123,015.40	\$126,090.80	\$129,243.10

**Table 5 Maritime Operations Officers**

Position	Aggregated Annual Salary	Aggregated Annual Salary	Aggregated Annual Salary
	1/10/2015 to 30/09/2016	1/10/2016 to 30/09/2017	1/10/2017 to 30/09/2018
<b>Salaries Including First Aid Allowance</b>			
SMOO	\$88,989.00	\$91,194.20	\$93,454.50
MOOA	\$81,297.10	\$83,310.00	\$85,373.20
MOOB	\$72,464.10	\$74,256.20	\$76,093.10
<b>Salaries Without First Aid Allowance</b>			
SMOO	\$88,206.30	\$90,411.50	\$92,671.80
MOOA	\$80,514.40	\$82,527.30	\$84,590.50
MOOB	\$71,681.40	\$73,473.50	\$75,310.40