

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Maritime Safety Queensland Maritime Operations Certified Agreement 2022

Matter No. B/2024/44

CASUAL LOADING GENERAL RULING 2024

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Maritime Safety Queensland Maritime Operations Certified Agreement 2022* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Maritime Safety Queensland Maritime Operations Certified Agreement 2022* as at 23 September 2024.

Name of agreement:	<i>Maritime Safety Queensland Maritime Operations Certified Agreement 2022</i>
Operative date of the agreement reprint:	23 September 2024
Operative date of agreement:	18 August 2023

By the Registrar

M. SHELLEY

19 November 2024

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016– s189 Application for certification of agreement

Made Between

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 2022

THIS AGREEMENT, made under the *Industrial Relations Act 2016*, on the 18 August 2023 between the State of Queensland (Department of Transport and Main Roads) (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:

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Part 1 APPLICATION AND OPERATION

1.1 Title

This Agreement will be known as the *Maritime Safety Queensland, Maritime Operations Certified Agreement 2022* (Agreement).

1.2 Application of agreement

(1) This Agreement applies to:

- (a) State of Queensland (Department of Transport and Main Roads (TMR));
- (b) employees of the State of Queensland, who are employed in Maritime Safety Queensland (MSQ), a business unit of TMR, and who are engaged in the following classifications, covered by the awards listed in clause 1.3 of this Agreement - *Relationship with Parent Awards* - and for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement:
 - (i) Marine Officers;
 - (ii) Area Managers;
 - (iii) Vessel Traffic Service Operators;
 - (iv) Managers Vessel Traffic Services;
 - (v) Hydrographic Services (Maritime Operations Officers); and
 - (vi) Maritime Enforcement Team; and
- (c) the Australian Maritime Officers Union Queensland Union of Employees; the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; the Australian Workers' Union of Employees, Queensland; the Electrical Trades Union of Employees, Queensland; and Together Queensland, Industrial Union of Employees.

(2) For the avoidance of doubt, the following persons are not covered by this Agreement:

- (a) Chief Executives, Senior Executives and Senior Officers under the *Public Sector Act 2022* (PSA); appointments made on a fixed term declared under section 155 of the PSA; and an employee engaged under contractual arrangements (this does not refer to an employee engaged under sections 149 and 150 of the PSA engaged for a fixed term).
- (b) An employee engaged under the *Transport and Main Roads Enterprise Bargaining Certified Agreement 2019*, and successor Agreements.
- (c) An employee engaged under the *Transport and Main Roads Operational Employees' Certified Agreement 2019*, and successor Agreements.

1.3 Relationship with Parent Award

This Agreement is to be read and interpreted in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015* (the Award) , which applies to employees covered by this Agreement. In the event of any inconsistency between provisions in the Award, the terms of this Agreement will take precedence.

1.4 Termination of Previous Agreement

- (1) This Agreement replaces the *Maritime Safety Queensland Maritime Operations Certified Agreement 2018* insofar as it has application to employees bound by this Agreement.
- (2) For the purpose of section 228(3) of the *Industrial Relations Act 2016* (IR Act), the *Maritime Safety Queensland Maritime Operations Certified Agreement 2018* shall be terminated upon the certification of this Agreement.

1.5 Date and Period of Operation

- (1) This Agreement operates from the date of certification by the Queensland Industrial Relations Commission and has a nominal expiry date of 30 September 2025. The parties have agreed that the terms of this Agreement have operative effect on and from 1 October 2022, unless otherwise specified.
- (2) It is the intention of the parties to meet no later than six months before the nominal expiry date of this Agreement with the intention of negotiating and concluding a new Agreement to apply from 1 October 2025.

1.6 Collective Industrial Relations

- (1) The parties have benefited from maintaining a collective approach to industrial relations during the life of the *Maritime Safety Queensland Maritime Operations Certified Agreement 2018* and commit to continue doing so for the life of this Agreement
- (2) The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of this Agreement.
- (3) The principle recognises the important role of industrial organisations of employees (that is, unions) and the traditionally high levels of union membership in the public sector. It supports constructive relations between TMR and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (4) TMR recognises that union membership and coverage issues are determined by the provisions of the IR Act and any determinations of the Queensland Industrial Relations Commission.
- (5) TMR is committed to collective agreements and will not support non-union agreements.

1.7 Union encouragement

- (1) TMR recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) TMR will agree to local arrangements about union and delegate rights in the workplace.
- (6) TMR is to provide relevant unions with complete lists of new starters (consisting of name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between TMR and relevant union to be on a more regular basis. This information is to be provided electronically.
- (7) TMR is required where requested to provide relevant unions with a listing of current staff comprising name, job title, work email, work location (including floor level where possible),

award and employment status (permanent/temporary/casual)). This information shall be supplied on a six monthly basis, unless agreed TMR and relevant 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 section 350 of the *Industrial Relations Act 2016*. This information is to be provided electronically.

- (8) TMR is to provide relevant unions with complete lists of employment separations (consisting of name, job title, work location, award and employment status (permanent/temporary/casual) to the workplace on a quarterly basis, unless agreed between TMR and relevant union to be on a more regular basis. This information is to be provided electronically
- (9) TMR will report to the unions on a quarterly basis the current status of employment practices within MSQ. 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, fixed term 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.
 - (e) The conversion of fixed term temporary employees to tenured status.

1.8 Consultative Committees

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

1.9 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration.
- (2) 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.
- (3) It is agreed the following changes may be made to employees' rights and entitlements during the life of this Agreement:
 - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than the current conditions.
 - (b) Any improvements in conditions that are determined on a whole of government basis.
 - (c) Reclassifications.
- (4) Unless inconsistent with the terms of this Agreement, the entitlements of employees covered by this Agreement as contained in the Award, Queensland Industrial Relations Commission orders or Directives made under the PSA effective at the date this Agreement was made, shall not be reduced for the life of this Agreement.

1.10 Employment Security

- (1) TMR 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.

- (2) TMR agrees to continue adhering to the Queensland Government's *Employment Security Policy* during the life of this Agreement.

1.11 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.

1.12 Organisational Change and Restructuring

- (1) MSQ is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's Employment Security Policy.
- (3) MSQ will use workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.
- (4) MSQ shall consult with the 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.
- (5) 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.
- (6) Permanent public sector employees in MSQ will not be forced into unemployment as a result of organisational change or changes in MSQ 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 relating to early retirement, redundancy and retrenchment including the requirement that they participate actively in the deployment process. The full provisions of the Directive relating to early retirement, redundancy and retrenchment will be followed where employees refuse to participate or cooperate in these processes.

Part 2 CAREER DEVELOPMENT

2.1 Training and Career Development

- (1) The parties to this Agreement are committed to training and developing MSQ employees to enable employees to effectively perform their roles and other roles as required and to enhance overall employees' career development wherever possible. This can be achieved in part by the completion of meaningful Performance and Development Agreements (PDA) and supportive management.
- (2) The parties also agree that there is a dual responsibility between MSQ and employees regarding training and development. With this in mind, employees who have been assigned training are expected to complete the training within the allocated timeframes. Exceptions to completing assigned training within the allocated timeframes will be discussed between the employee and their manager and an appropriate solution will be identified.
- (3) 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 (for example, application, examination and so on).

- (4) 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, including travel and/or accommodation costs.
- (5) 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.
- (6) As part of developing the skills of staff, managers will commit to providing, mentoring, job shadowing and/or short-term relief opportunities.

2.2 Traineeships

- (1) All parties to this Agreement are committed to creating employment opportunities for young people throughout Queensland.
- (2) MSQ will make every effort to maximise permanent employment for each MSQ trainee following the completion of the individual's traineeship.

2.3 Recognition of Accredited Qualifications

- (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 all of the following requirements:

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

- (2) Appropriate Remuneration

The following remuneration shall be paid to 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

- (1) MSQ is committed to meeting its obligations under the *Work Health and Safety Act 2011* and other relevant State and Federal legislation. Employees must conduct themselves in

accordance with the Transport and Main Roads and MSQ Safety Management System at all times.

- (2) Appropriate personal protective equipment for the determined task must be worn when undertaking maritime operations. Approved uniform items may be worn at other times following a risk assessment undertaken at the relevant location and by the relevant workgroup.

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

- (1) The spread of ordinary working hours for part-time employees shall be the same as that prescribed in this Agreement for a full-time employee.
- (2) 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.
- (3) A part-time employee shall be entitled to any applicable allowances on a pro rata basis. However, the following allowances shall apply in full:
 - (a) Travelling allowance.
 - (b) On call allowance.
 - (c) Meal allowance.
- (4) By mutual agreement with their manager, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. Additional hours worked within the spread of ordinary hours prescribed in this Agreement shall be paid for at the ordinary hourly rate. .
- (5) The additional hours so worked shall be taken into account in the pro rata calculation of all entitlements.
- (6) 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 those additional hours in accordance with the relevant industrial instrument.

4.2 Casual Employees

In lieu of clause 8.3 (c), and (e) of the Award – *Casual Employment*, 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

Hours worked per week = 36.25

Casual loading = 125%

4.3 Management of Overtime and Accumulated Time (excluding Maritime Enforcement Team)

- (1) 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.
- (2) As an alternative to the arrangement specified in clause 4.3(1), the employee and the delegated manager can mutually agree to substitute the accrued day off worked by the employee for another accrued day off, to be taken at a time convenient to both parties.
- (3) Employees who work for up to 14 hours in any one 24-hour period of time shall take a minimum 10 hour break prior to the recommencement of duty.
- (4) An employee who works additional hours between the termination of work on any one day and the commencement of work on the next day such that 10 consecutive hours off duty has not occurred, shall be released after completion of such additional hours of work until 10 consecutive hours off duty occur, without loss of pay for ordinary working time occurring during absence.
- (5) If, on the instructions of the manager, an employee resumes or continues work without having had 10 consecutive hours off duty, the employee is entitled to be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (6) When an employee is called out and has worked in excess of two hours on any one or more call-outs, the above provisions shall apply.

4.4 Recalled to Duty and Transport Cost on Recall

- (1) This clause is to be read in conjunction with the following provisions in the Award:
 - (a) 18.5 - *Recall to duty – other than from on call.*
 - (b) 18.6 – *Transport costs on recall.*
 - (c) 18.8 – *Recall to duty – from on call.*
- (2) Recalled to Duty – from on call
 - (a) Each MSQ 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.
 - (b) Each employee providing out-of-hours emergency response capability will only be recalled to duty for matters consistent with the Region's developed emergency response criteria.
 - (c) For the purpose of this Agreement, 'on call' shall be defined as an employee who is instructed to be available on call outside ordinary or rostered working hours and required to remain contactable by MSQ during the hours they have been instructed to be on call. An employee required to be on call, will be provided with a mobile phone by MSQ.
 - (d) An employee shall respond to a 'call out' by arriving at the Maritime Operations base or another agreed location within an agreed timeframe and in a fit state, as prescribed by law, to operate vehicles, vessels and other equipment.
 - (e) Time worked is to be calculated from the employee's home and return with a minimum payment as for two hours' work.
- (3) Recalled to Duty – other than from on call

- (a) An employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for two hours, for each call out at the prescribed overtime rate. Provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
 - (b) Time worked is to be calculated from the time of commencement until the cessation of duty at the employee's normal place of work or other designated place.
 - (c) Each employee recalled to duty is required to provide details to their manager of the reasons and start and finish times for any call outs, the provision of advice, or performance of duties without the need to leave the employee's place of residence, , the time taken to perform the required work and the outcome of the required work.
- (4) Transport Cost on Recall

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 relating to motor vehicle allowance).

4.5 On Call Allowance

- (1) MSQ requires appropriately experienced employees available outside ordinary hours to attend, or to arrange employees to attend, to matters such as, but not limited to:
 - (a) emergency response;
 - (b) oil/pollution response;
 - (c) failure of prioritised navigation aids;
 - (d) sea/search and rescue; and
 - (e) channel obstructions.
- (2) In each MSQ Region at least one suitably experienced employee shall be available and contactable by the Regional Management Team out of hours to respond to such matters.
- (3) Each MSQ Region will identify those employees that will be rostered and available to attend to such matters.
- (4) An employee on an aggregated salary instructed by MSQ to be available on call outside their ordinary working hours of duty shall be paid in addition to the ordinary rate of pay an allowance in accordance with the following scale:

On Call Allowances	1/10/2022	1/10/2023	1/10/2024
Where an employee is on call through the whole of a scheduled day off or a rostered day off or a statutory holiday the allowance will amount to:-	\$56.10	\$58.30	\$60.10
Where an employee is on call during the night only of a scheduled day off,-a rostered day off or a statutory holiday the allowance will amount to:-	\$35.40	\$36.80	\$37.90

Where the employee is on call on any other night the allowance will amount to:-	\$28.10	\$29.20	\$30.10
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- (5) Employees 'on call' receive the allowance for remaining:
- (a) contactable by the Regional Management Team after hours via mobile phones;
 - (b) within a designated proximity to the Maritime Operations base as agreed between each Regional Management Team and employees; and
 - (c) capable of operating equipment such as cars, trucks and/or vessels if circumstances require.

4.6 Emergent Overtime

- (1) Emergent overtime is payable to employees engaged in pollution and emergency response. These employees are exempt from the overtime salary limitations prescribed by the Award - *Overtime - general*.
- (2) The exemption will only apply where the National Plan to Combat the Pollution of the Sea by Oil and other Noxious Substance is activated.
- (3) Overtime payments may commence from the date of activation of the National Plan to Combat the Pollution of the Sea by Oil and other Noxious Substance and the exclusion will apply until such time as the plan is deactivated.

4.7 Public Holidays

- (1) Further to clause 23.2 of the Award - *Equivalent time off*, work performed on public holidays including the show holiday and accrued as time off in lieu, shall be taken at a time mutually convenient to MSQ and the employee.
- (2) Subject to statutory limitations, where there is agreement between an employee and their manager, another ordinary working day may be substituted for a public holiday.
- (3) Provided that, where an employee is subsequently required to work on the substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

4.8 Maritime Operations Leave

- (1) 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 Maritime Operations Leave at ordinary rates for each completed calendar week (seven days).
- (2) 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.
- (3) For the purpose of this provision, 'shore camp' shall mean being accommodated overnight on land at MSQ's expense where there is no commercial accommodation available.
- (4) Where, for any reason, full travelling allowance (meals, incidentals and accommodation) is paid for overnight accommodation, then Maritime Operations Leave will not accrue.
- (5) 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

- (1) MSQ is committed to working with its employees to address workload management issues.
- (2) MSQ should consider the impacts on workloads when organisational change occurs.
- (3) MSQ recognises its obligations under the *Work Health and Safety Act 2011* when managing workload issues.
- (4) MSQ is committed to the implementation of the whole-of-government workload management tool.

4.10 Work/life Balance

- (1) MSQ is committed to establishing workplace practices that improve the balance between work and family for its employees.
- (2) In accordance with Chapter 2, Part 3 Division 4 of the IR Act, MSQ agrees that written requests by employees to access flexible working arrangements will be given full consideration. Where MSQ has given full consideration to an employee's request to access flexible working arrangements and is unable to grant the request, the employee will be provided, in writing, with reasons for the decision.

4.11 Salary Packaging

- (1) Salary packaging is available for all employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Office of Industrial Relations.
- (2) 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 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 salary packaging arrangement.
 - (e) MSQ will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging.
 - (f) There will be no significant additional administrative workload or other ongoing costs to MSQ.
 - (g) Any additional administrative and fringe benefit tax costs are to be met by the employee.
 - (h) 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.
 - (i) 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.

- (j) 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 Site Specific Arrangement (SSA)

- (1) Purpose of SSAs
 - (a) SSAs are intended to provide TMR and employees with the opportunity to develop alternative working arrangements for specific time periods that are appropriate to the particular requirements of a section of TMR's workforce.
 - (b) TMR is committed to the principles of collective bargaining and supports the representation of employees. To ensure compliance with this provision, wherever possible, negotiations over employment conditions will be progressed through the MSQ Consultative Committee.
 - (c) SSAs will only be considered where the nature of the work to be undertaken or the specific requirements of the circumstance require alterations to the applicable employment conditions contained in the Award and/or this Agreement.
 - (d) Where one party proposes to the other parties to enter into a SSA, this proposal must be submitted to the other parties in writing. If either of the receiving parties do not agree to enter into such an arrangement, the matter is finalised, and the proposer does not have recourse to dispute the receiving party's rejection of the proposal.
 - (e) Award or Agreement conditions are not to be diminished by the operation of a SSA.
- (2) Requirements for SSA
 - (a) A SSA sets out the conditions that have been agreed between the parties as applying to a circumstance as outlined in clause 4.12.1 of this Agreement.
 - (b) Each SSA shall be considered to be a 'stand alone' outcome, due to each circumstance being different. As such, previously agreed arrangements are not to be used as a precedent for future arrangements or for any other purpose.
- (3) Procedures for developing a SSA
 - (a) It is critical that any SSA proposal is progressed expediently by the parties.
 - (b) A proposal for the development of a SSA may be made by the General Manager, MSQ or the Deputy Director-General, Customer Services, Safety and Regulation division, or a relevant industrial organisation of employees party to this Agreement.
 - (c) The terms of a proposed SSA are subject to the approval of the General Manager, MSQ and the Deputy Director-General, Customer Services, Safety and Regulation division.
 - (d) In line with TMR's commitment to the principles of collective bargaining, negotiations on the proposed terms of an SSA is to occur between relevant TMR and industrial organisation of employee representatives via the MSQ Consultative Committee. All parties shall endeavour to conclude negotiations for the SSA as expediently as possible.

- (e) Once negotiations on the proposed terms of the SSA have been finalised, affected employees, will be provided with a copy of the proposed SSA at least two full working days prior to being asked to vote on the proposed SSA.
 - (f) TMR representatives shall ensure that the content of the proposed SSA and the affects of the terms are explained to affected employees prior to the employees voting on the proposed SSA.
 - (g) A proposed SSA can only be implemented by agreement.
 - (h) Agreement is defined as obtaining consent of the General Manager, MSQ and the Deputy Director-General, Customer Services, Safety and Regulation division, the relevant unions and greater than 50% of affected employees.
 - (i) Any agreement reached must be documented.
 - (j) A copy of the agreed SSA will be provided to:
 - (i) all affected employees;
 - (ii) the General Manager, MSQ;
 - (iii) the Deputy Director-General, Customer Services, Safety and Regulation division; and
 - (iv) representatives of the unions.
 - (k) Copies of agreed SSA will be available to all employees that the SSA applies to.
- (4) Varying a SSA
- (a) Any employees required to perform work covered by the SSA, who were not initially required to do so at the time the SSA was approved by affected employees, will be subject to the terms of the agreed SSA.
 - (b) Where exceptional circumstances necessitate a variation to the agreed SSA, this may only be achieved by the agreement of the Deputy Director-General, Customer Services, Safety and Regulation division, the relevant unions and greater than 50% of affected employees at the time.
 - (c) Any agreed variation is only to be prospectively applied.
 - (d) A copy of the SSA with the agreed variations is to be provided to:
 - (i) all affected employees;
 - (ii) the General Manager, MSQ;
 - (iii) the Deputy Director-General, Customer Services, Safety and Regulation division; and
 - (iv) representatives of relevant unions.
- (5) Issues to be addressed in SSAs

- (a) Award or Agreement conditions are not to be diminished by the operation of the SSA.
 - (b) The SSA will specify the arrangement that has been negotiated and specify the conditions that are no less favourable to the affected TMR employees.
- (6) Documentation
- (a) The endorsed SSA document shall be regarded as the official record of the agreed alternative arrangements.
 - (b) Copies of the endorsed SSA document shall be provided to the relevant parties.
 - (c) All affected employees shall be provided with a copy of the endorsed SSA.
 - (d) A copy of the SSA will be kept at a readily accessible place at the site.

4.13 Prevention and Settlement of Disputes

- (1) The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) 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.
- (3) There is a requirement for MSQ to provide relevant information and explanation and to consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) The matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
 - (b) If the matter is not resolved as per clause 4.13(4)(a), it shall be referred by the union representative and/or the employee(s) concerned to the appropriate MSQ 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 employee and/or their union to the General Manager, MSQ, 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.
- (5) Nothing contained in this procedure shall prevent the relevant union/s or TMR from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) 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 Rates

The salary rates available to employees covered by this Agreement are as follows:

- 1 October 2022 The salary rates as prescribed in Appendix 1 of this Agreement shall apply from 1 October 2022 for all MSQ employees covered by this Agreement and employed in the in the relevant classifications. These rates account for a 4% increase on the pay rates applicable as at 30 September 2022.
- 1 October 2023 The salary rates as prescribed in Appendix 1 of this Agreement shall apply from 1 October 2023 for all MSQ employees covered by this Agreement and employed in the in the relevant classifications. These rates account for a 4% increase on the pay rates applicable as at 30 September 2023.
- 1 October 2024 The salary rates as prescribed in Appendix 1 of this Agreement shall apply from 1 October 2024 for all MSQ employees covered by this Agreement and employed in the in the relevant classifications. These rates account for a 3% increase on the pay rates applicable as at 30 September 2024.

5.2 Cost of Living Adjustment (COLA) Payments

(1) Definitions

(a) The following definitions apply for the purposes of the COLA Payments clause:

- (i) **Agreement year** – means one of the three 12-month periods from 1 October in one year to 30 September in the following year that includes a calculation date.
- (ii) **Base wages** – for an eligible employee, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable.
- (iii) **Calculation date** – means, either 30 September 2023 (COLA Payment Year 1); or 30 September 2024 (COLA Payment Year 2); or 30 September 2025 (COLA Payment Year 3).
- (iv) **COLA payment percentage** – see clause 5.2(3)(b) of this Agreement.
- (v) **CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant agreement year, as published by the Australian Bureau of Statistics. Queensland Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.
- (vii) **Eligible employee** – see clause 5.2(2) of this Agreement.
- (viii) **Queensland government employee** – means a person employed in a government entity, as defined in section 8 of the PSA as in force at 1 October 2022, and the entities specified at sections 8(2)(c), 8(2)(d) and 8(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

- (ix) **Wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 5.1 of this Agreement – *Salary Rates*, that occurs at the commencement of an agreement year.

(2) Eligibility

- (a) Eligible employees covered by this Agreement may be entitled to receive COLA payments based on the calculation dates, for up to three years only, and ending for the calculation date of 30 September 2025.
- (b) An employee is an eligible employee if they performed work under this Agreement during a relevant agreement year and they are covered by this Agreement on the relevant calculation date for the associated COLA Payment.
- (c) In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 5.2(2)(b) of this Agreement, but they are not covered by this Agreement on the relevant calculation date due to being employed elsewhere as a Queensland government employee on the calculation date, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to TMR.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- (d) An employee who starts being covered by this Agreement after a calculation date is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the agreement on 17 October 2023. The employee is not eligible for COLA Payment Year 1.

- (e) An eligible employee who did not perform work under this Agreement for the full agreement year, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- (f) An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of base wages.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee’s base wages for the agreement year reflect their hours of work.

- (g) In addition to the other requirements of clause 5.2(2) of this Agreement, casual employees are eligible employees provided they have performed work under this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

(3) Calculation and payments

- (a) Step one - A COLA Payment is only payable if, for the relevant agreement year, CPI exceeds the wage increase under the Agreement.

- (b) Step two - The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant agreement year and each COLA Payment is capped at 3% (the ‘COLA percentage’).

Example one: For COLA Payment Year 3, the agreement year is 1 October 2024 to 30 September 2025. The wage increase under the Agreement is 3% on 1 October 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, (that is, 0.9%). 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 October 2022 to 30 September 2023. The wage increase under the Agreement is 4% on 1 October 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5% (that is, 3.5%). However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

- (c) Step three - To calculate an eligible employee’s COLA Payment, the relevant employee’s base wages for the agreement year are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. Where employees receive an aggregated salary, the aggregated salary will be utilised for the purposes of the COLA payment for the agreement year.

This is done by using the following formula to first determine the value of ‘a’:

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee’s base wages are then multiplied by ‘a’, where ‘a’ is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages/aggregated salary payable to the relevant employee for the agreement year from 1 October 2022 to 30 September 2023 is \$90,000. The calculation occurs as follows:

(i) $a = 100 / (1 + 0.04).$

(ii) $a = 96.1538.$

(iii) \$90,000 adjusted by 96.1538% = \$86,538.42.

- (d) Step four - The figure from clause 5.2(3)(c) of this Agreement is then multiplied by the COLA Percentage calculated in clause 5.2(3)(b) of this Agreement to determine the particular employee's COLA Payment for that agreement year.

Example: The COLA percentage is 3%.

\$86,538.42 multiplied by 3% = \$2,596.15

COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

- (4) Timing of information and payments
- (a) For eligible employees under clause 5.2(2)(b) of this Agreement, if payable, the relevant COLA Payment will be made within two months following the relevant calculation date and release of the CPI.
- (b) For eligible employees under clause 5.2(2)(b) of Agreement, if payable, the relevant COLA Payment will be made within two months of the employee providing the notice of their employment pursuant to clause 5.2(2)(c) of this Agreement.

TMR will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

5.3 First Aid Allowance

- (1) All employees subject to this Agreement shall be eligible to be paid a first aid allowance at the relevant rate prescribed in the Award for carrying out first aid duties as required, provided that:
- (a) the person is the holder of a current First Aid Certificate;
- (b) the person has a current Hepatitis B vaccination; and
- (c) the person has, after satisfying the above conditions, been appointed in writing by MSQ as a First Aid Officer.
- (2) Payment of this allowance shall be made to the employee concerned from the date of accreditation as a First Aid Officer.
- (3) MSQ will provide an employee under this Agreement, who wishes to be appointed as a First Aid Officer, with time off at MSQ's expense 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.
- (4) 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.
- (5) All employees on aggregated salary arrangements shall have the first aid allowance existing at the date of certification of this Agreement included in their salary.

5.4 Health and wellbeing payment

MSQ has a long-standing commitment to improving workplace health and safety, and the continuing growth of a strong safety culture is an integral part of TMR's future organisational focus. To assist in

further driving change to workforce behaviour in relation to workplace health and general wellbeing, MSQ will reimburse expenses incurred of up to (see below) per employee per annum to support the following health-related activities:

- (1) Exercise physiology - exercise program development, personal training.
- (2) Influenza vaccination -immunisation against influenza.
- (3) Physiotherapy- neck and back education, osteo or musculoskeletal treatment and prevention.
- (4) Nutritionist/dietician - weight management, eating disorders, allergies/intolerances.
- (5) Gymnasium/ health club/ sporting club fees - joining and membership fees.
- (6) Dental hygiene - clean and scale, treatment options.
- (7) Quit smoking program - use of patches, gum, hypnotherapy and the prescription of CHAMPIX.
- (8) Skin cancer screening - from an approved health professional.
- (9) Optometrist checks.

As from 1 October 2022	As from 1 October 2023	As from 1 October 2024
\$103.50	\$107.60	\$110.80

5.5 Travelling Allowances

- (1) 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 incurred. Reasonable transport will include travel from a TMR or MSQ base or airport. Payment of accommodation, meals and incidental expenses necessarily incurred by an employee will be in accordance with the Directives relating to domestic travelling and relieving expenses or hours, overtime and excess travel.
- (2) 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:
 - (a) actual expenditure for accommodation;
 - (b) incidental allowance in accordance with the Directives relating to domestic travelling and relieving expenses; and
 - (c) meal allowances in accordance with the Directives relating to domestic travelling and relieving expenses or hours, overtime and excess travel.
- (3) Where responses are required in isolated locations, all meals and accommodation will be provided by MSQ at no expense to the employee.

5.6 Workplace Preparation and Travelling Time

- (1) All employees (other than casuals) covered by this Agreement who are required to work away from their usual headquarters shall be transported by MSQ or funded by MSQ to travel from their usual headquarters to the job and return.
- (2) The time spent in travelling from their usual headquarters to the project site and workplace preparation for such work shall be paid for at ordinary rates.
- (3) Where employees are required to travel and perform workplace preparation away from their usual headquarters outside ordinary hours, they 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 time-off-in-lieu of overtime (TOIL) in accordance with the Award and relevant Directive relating to hours, overtime and excess travel).

- (4) Travel time, undertaken outside of the ordinary spread of hours, to attend conferences, seminars, meetings or similar will be recompensed in accordance with the Directive relating to hours, overtime and excess travel. This travel time will not contribute to the aggregated hours for Marine Officers.

5.7 Accommodated Onboard a Vessel Overnight Allowance

- (1) 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:
 - (a) The following applicable allowance for each night accommodated onboard the vessel:
 - (i) As at 1 October 2022 – \$79.60.
 - (ii) As at 1 October 2023 – \$82.70.
 - (iii) As at 1 October 2024 - \$85.20.
 - (b) An incidental allowance in accordance with the relevant Directive relating to domestic travelling and relieving expenses or hours, overtime and excess travel; and
 - (c) A meal allowance in accordance with the relevant Directive relating to domestic travelling and relieving expenses or hours, overtime and excess travel, except in exceptional circumstances (for example, Oil spill response in isolated locations) where all meals will be provided by MSQ at no expense to the employee.
- (2) The rates specified in clause 5.7 of this Agreement shall apply when employees are accommodated overnight in a shore camp (refer to clause 4.8 of this Agreement for the definition of a shore camp).

5.8 Position Description Consultation

MSQ will genuinely consult with employees and their relevant union/s on proposed changes to role descriptions.

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

- (1) Marine Officers will receive an aggregated salary comprised of the components detailed in clause 6.2 of this Agreement. The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases, COLA payments and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (2) Marine Officers Grade One, Grade Two and Grade Three will have an aggregated salary comprising:
 - (a) 36.25 ordinary hours per week;

- (b) recompense for additional hours and weekends worked (calculated as the equivalent of four weekends per year but is not limited to weekends) - clause 6.2(3) of this Agreement;
 - (c) on call allowance - clause 6.2(4) of this Agreement;
 - (d) annual leave loading - clause 6.2(5) of this Agreement; and
 - (e) first aid allowance (where applicable) - clause 6.2(6) of this Agreement.
- (3) Aggregated recompense for additional hours and weekends worked
- (a) Included in the aggregated salary is 100 hours or equivalent per annum of additional hours worked. Additional hours is work performed outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day.
 - (b) A Marine Officer recalled to perform duty will be paid for the time worked at the prescribed overtime rate, with a minimum payment of two hours, or may elect for the time worked (or hours equivalent to the minimum payment) to be deducted from the 100 hours of additional time incorporated in their aggregated salary.
 - (c) Area Managers will be required to establish flexible local arrangements with Marine Officers to work the required additional hours to best meet projected work requirements.
 - (d) Additional hours worked as a result of any hydrographic survey work, pilotage transfers or when the Directive relating to 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 relating to hours, overtime and excess travel or the Directive relating to critical incident entitlements and conditions, as applicable.
 - (e) Each Area Manager will be responsible for the management and use of additional hours included in each Marine Officer's aggregated salary.
 - (f) No additional hours shall be worked without the prior approval of the relevant Area Manager.
 - (g) Any prior approved hours worked in addition to hours designated in the aggregated salary for Marine Officer Grade 1 and Marine Officer Grade 2 employees can be claimed and remunerated as overtime payment or TOIL in accordance with the Award and the Directive relating to hours, overtime and excess travel.
 - (h) Any prior approved additional hours worked by Marine Officer Grade 3 employees in addition to hours designated in the aggregated salary will be compensated by TOIL in accordance with the Award and the Directive relating to hours, overtime and excess travel.
- (4) On Call Allowance
- (a) Included in the aggregated salary is 15 weeks of on call allowance at the applicable rates prescribed in clause 4.5 of this Agreement.
 - (b) This payment covers on call availability for all hours outside of a Marine Officer's ordinary working hours over 15 weeks during a financial year (1 July – 30 June).
 - (c) Each Marine Officer is required to be available to be recalled to duty from on call, for 15 weeks in each financial year.

- (d) The on-call arrangements for each Marine Officer shall be discussed between the individual Marine Officer and their Area Manager within their Region.
 - (e) A Marine Officer will not be required to be on call beyond 15 weeks in each financial year, unless their Area Manager and/or the Director, Waterway Operations deems there is an emergent situation (e.g. grounding of a vessel or major oil spill) or a critical business need that requires the Marine Officer to be on call outside their ordinary working hours.
 - (f) Where a Marine Officer is instructed by their Area Manager and/or the Director, Waterway Operations to be available on call, beyond the 15 weeks allocated in their aggregated salary, the Marine Officer is entitled to claim additional on call payment in accordance with the provisions of clause 4.5 of this Agreement - *On Call Allowance*.
- (5) 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) First Aid Allowance
- Included in the aggregated salary, where applicable, is 52 weeks of the first aid allowance at the rate prescribed in the Award existing at the date of certification of this Agreement.
- (7) 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 are not to be included as part of the aggregated salary.

6.3 Reporting Arrangements

- (1) Area Managers have responsibility for the day-to-day operational management of the Region.
- (2) 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

- (1) Movement within Marine Officers classification levels (Grades) will be in accordance with the criteria prescribed in clause 12.9 of the Award - *Movement within classification levels - increments* (including pro-rata arrangements for part-time & casual employees).
- (2) Movement between Marine Officers Grade 1 and 2 and Grade 2 and 3 shall be filled in, accordance with the Directive relating to recruitment and selection.

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

Where practicable, Marine Officers will crew the *QG Norfolk* 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

- (1) 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 the Directive relating to recruitment and selection.

- (2) Over time, the Executive Director, Waterways Management in consultation with MSQ management 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 an alternative Marine Officer Grade dependent upon the business need at the time.
- (3) When a position becomes vacant, the Executive Director, Waterways Management, in consultation with their management team and the MSQ Governance Committee, will decide whether the position should be filled based on operational and budget requirements, at that time.

6.7 Memorandum of Understanding with the Australian Maritime Safety Authority

If, after the 30th June 2019, MSQ amends the existing Memorandum of Understanding (MOU) with the Australian Maritime Safety Authority (AMSA) or enters into a new MOU which requires AMSA appointed Marine Safety Inspectors (MSI) to undertake investigations, MSQ will consult with relevant unions and will ensure that as part of the MOU (new or amended) appropriate training is provided for the appointed MSI to undertake such investigations.

Part 7 AREA MANAGERS

7.1 Hours of Work

- (1) 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.
- (2) Additional hours is 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 Director, Waterway Operations. Any approved additional hours worked will be compensated by TOIL) except where clause 4.6 of this Agreement - *Emergent Overtime* - applies.

7.2 Aggregated Salary Arrangements

- (1) Area Managers will receive an aggregated salary comprised of the components detailed in clause 7.2 of this Agreement. The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases, COLA payments and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (2) Area Managers will have an aggregated salary comprising:
 - (a) 36.25 ordinary hours per week;
 - (b) on call allowance- clause 7.2(3) of this Agreement;
 - (c) first aid allowance (where applicable) - clause 7.2(4) of this Agreement; and
 - (d) annual leave loading - clause 7.2(5) of this Agreement.
- (3) On Call Allowance
 - (a) Included in the aggregated salary is 15 weeks of on call allowance at the applicable rates prescribed in clause 4.5 of this Agreement.
 - (b) This payment covers on call availability for all hours outside of an Area Manager's ordinary work hours, over 15 weeks during a financial year.
 - (c) Each Area Manager is required to be available to be recalled to duty from on call, for 15 weeks in each financial year.

- (d) The on call arrangements for each Area Manager shall be discussed between the individual Area Manager and the Director, Waterway Operations .
 - (e) An Area Manager will not be required to be on call beyond 15 weeks in each financial year, unless the Director, Waterway Operations deems there is a critical business need that requires the Area Manager to be on call outside their ordinary working hours.
 - (f) Where an Area Manager is instructed by the Director, Waterway Operations to be available on call, beyond the 15 weeks allocated in their aggregated salary, the Area Manager shall be paid additional on call payment in accordance with the provisions of clause 4.5 of this Agreement - *On Call Allowance*.
- (4) First Aid Allowance
- Included in the aggregated salary is, where applicable, is 52 weeks of the first aid allowance at the rate prescribed in the Award existing at the date of certification of this Agreement.
- (5) 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

- (1) The hours of work for Vessel Traffic Service Operators (VTSOs) are as per the continuous shift worker roster arrangements implemented at the local level, based on an average 84 hour fortnight, including 72.5 ordinary hours (36.25 hours per week) and 11.5 hours overtime (5.75 hours per week)
- (2) For the purposes of this Agreement VTSOs shall be designated as continuous shift workers.
- (3) Meal Breaks
 - (a) Meal breaks for VTSOs will be in accordance with clause 16 of the Award – *Meal breaks*.
 - (b) MSQ will continue to work with VTSOs, unions and Managers VTS (MVTS) to develop strategies to ensure ongoing operational efficiency of centres and the taking of meal breaks.

8.2 Aggregated Salary Arrangements

- (1) VTSOs will receive an aggregated salary comprised of the components detailed in clause 8.2(2) of this Agreement. The aggregated salary will be the salary for all purposes of the Agreement, including all leave, superannuation and future salary increases, COLA payments and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (2) Full-time VTSOs will have an aggregated salary comprising of the following:
 - (a) 36.25 ordinary hours per week.
 - (b) Each 12-hour shift is defined to comprise 10.35 ordinary hours (comprised of the relevant Award rate (as at 1 October 2022 and proposed wage increase percentage) and 1.65 overtime hours, and such figures have been used for weekdays and weekends in the aggregated salary calculations.

- (c) The 10.35 ordinary hours figure will be used for public holiday and annual leave calculations.
 - (d) A 36.25 hour working week will be used as the basis for determining leave debits and credits, however the payment for such leave will be based on the 10.35 ordinary hours shift.
 - (e) Payment for 11 public holidays (at 10.35 hours) at ordinary hourly rates (as defined) is included in the aggregated salary.
 - (f) 26 Saturday shifts at 150% of the ordinary hourly rate for 10.35 hours and 200% of the ordinary hourly rate for 1.65 hours.
 - (g) 26 Sunday shifts for 12 hours at 200% of the ordinary hourly rate.
 - (h) Shift allowance loading for 65 weekday night shifts.
 - (i) First aid allowance (where applicable).
- (3) The following components do not form part of the aggregated salary:
- (a) Where an additional public holiday is declared in a year (that is, above the 11 agreed public holidays), TMR will pay a full-time VTSO for 10.35 hours at ordinary hourly rates irrespective of whether or not the VTSO performs work on that additional declared public holiday. This is consistent with clause 8.2(2) above.
 - (b) Where a VTSO is required to perform work on any public holiday (the 11 agreed public holidays or any additional declared public holiday), they will receive payment of an additional 150% at the aggregated hourly rate for the rostered hours worked.
 - (c) Except in the case of public holidays, if a VTSO works overtime, in addition to that which is built into their aggregated salary, they will be entitled to payment for the additional overtime hours worked at the rate of double the aggregated hourly rate.
 - (d) If, on a public holiday, a VTSO works overtime, in addition to that which is built into their aggregated salary, they will be entitled to payment for the additional overtime hours worked at the relevant rate prescribed in clause 23.1(b) and (c) of the Award, with the aggregated hourly rate forming the basis for the calculation.
 - (e) For the purpose of clauses (2) and (3), the ordinary and aggregate hourly wage rates for full time VTSOs shall be the following:

Classification level	Ordinary hourly rate (as at 1 October 2022)	Aggregated hourly rate (as at 1 October 2022)	Ordinary hourly rate (as at 1 October 2023)	Aggregated hourly rate (as at 1 October 2023)	Ordinary hourly rate (as at 1 October 2024)	Aggregated hourly rate (as at 1 October 2024)
OO5(1)	\$40.10	\$66.00	\$41.70	\$68.70	\$43.00	\$70.70
OO5(2)	\$41.40	\$68.10	\$43.00	\$70.80	\$44.30	\$73.00
OO5(3)	\$42.70	\$70.30	\$44.40	\$73.10	\$45.80	\$75.30
OO5(4)	\$43.99	\$72.40	\$45.80	\$75.30	\$47.10	\$77.60

- (4) Payment at the aggregated hourly rate for casual VTSOs will be made for the first 84 hours worked in any fortnightly pay period. Hours worked in excess of the 84 hours will be paid at the overtime rate based on the formula in clause 4.2.

8.3 Annual Leave

- (1) Each full-time VTSO shall be entitled to 186.3 hours annual leave each year. This will enable a full-time VTSO access to 18 shifts at 10.35 hours per shift. Such annual leave entitlement will accrue at the rate of 15.525 hours of annual leave for each completed month of employment.
- (2) Annual leave, excluding any public holiday/s occurring during a period of such leave, is to be paid for in advance at the employee's aggregated rate of salary based upon the number of shifts within the period of leave. Payment for public holidays is excluded because payment for such days has already been included in the aggregated salary calculation. However, where a VTSO would have been rostered to work on a public holiday had they not been on annual leave, they shall be entitled to be paid an additional 10.35 hours at the rate of 150% for each public holiday they would have worked had they not been on leave.

8.4 Annual Leave Debits

Consistent with the Directive relating to recreation leave, noting the overtime/TOIL component within the 84 hours of duty per fortnight performed on average by a VTSO, and subject to the individual VTSOs rostering arrangements, 10.35 hours for each 12-hour shift that a VTSO is absent from work on annual leave, will be deducted from the VTSO's annual leave balance.

8.5 Sick Leave Debits

Notwithstanding how sick leave entitlements and usage might be recorded, all full-time VTSOs will be entitled to 10 days sick leave each year, paid 10.35 hours for each 12-hour shift taken as sick leave.

8.6 Long Service Leave

Notwithstanding how long service entitlements prescribed in an applicable Directive or the IR Act might be recorded, all long service leave taken by VTSOs will be paid at 10.35 hours for each shift taken as long service leave.

8.7 Rosters

- (1) The structure and approach to rostering of VTS operations at each VTS centre will be guided by best practice, fatigue management and other WH&S considerations.
- (2) At each VTS centre, rosters will be negotiated between the VTSOs and MVTs having regard to the operational and leave requirements of the VTS centre.
- (3) Any annual leave, long service leave or leave without pay for periods of 1 week or more must be applied for six weeks in advance.
- (4) 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 by the Director, VTS.

8.8 Recruitment

All new VTSOs will be recruited in accordance with the Directive relating to recruitment and selection.

8.9 VTSO Paypoint Increments

- (1) Except as provided elsewhere in clause 8.9 of this Agreement, movement within the VTSO classification level will be in accordance with the criteria prescribed in clause 12.9 of the Award - *Movement within classification levels - increments* (including pro-rata arrangements for part-time and casual employees).

- (2) Consistent with the Award, paypoints/increments will be on the basis of achieving performance objectives. Prior to movement to the next paypoint/increment, all VTSOs will undertake their annual VTSO proficiency check. If there are areas of improvement identified as a result of the check, these will form part of the VTSO's PDA.
- (3) When arranging the timing of a proficiency check, both the VTSO and their MVTS are to be cognisant of the upcoming paypoint/increment date.
- (4) A VTSO must be given the opportunity to participate in the proficiency check process that will enable them to meet the requirements of this clause.
- (5) Where a VTSO has not been provided the opportunity to participate in a proficiency check / PDA process and there is no formal unsatisfactory performance process in place they will be considered to have achieved the required performance objectives and move to the next paypoint/increment.

8.10 VTSO Training

- (1) The parties to this Agreement are committed to training and development to continue to improve the effectiveness of VTSOs to perform their roles in a changing environment.
- (2) MSQ is fully committed to offering attendance at both the VTS Operator Course and VTS Advanced Operator Course to VTSOs throughout the State. Timing of attendance will form part of the development and review of each VTSO's PDA. Discussions with each VTSO will involve operational requirements, course availability, experience and performance on the job.
- (3) MSQ will continue to investigate strategies to maximise attendance for VTSOs on the respective courses.

8.11 Professional Development

- (1) To further improve the skill development of VTSOs throughout the State, the parties agree that three times per year from date of certification, each permanent VTSO will be afforded a professional development day. The professional development day will coincide with a VTSO's day shift. The VTSO will not be required to perform duties in accordance with their regular shift on that day.
- (2) Casual VTSOs that have been continuously employed for one year or more, may request three professional development days per annum. The definition of continuous employment will be as per section 113(3) of the PSA.
- (3) Professional development can take the form of attendance at a formal training course, job shadowing another employee(s) in the Region (possibly a more senior officer), online training course or port familiarisation. The development day activity will be discussed and agreed as part of the VTSO's PDA discussion.
- (4) In undertaking a development day, the VTSO will not be financially disadvantaged, that is, they will be paid as if they were on shift even if the professional training day is less than 12 hours.
- (5) The parties acknowledge that a VTSO utilising the abovementioned professional development days does not restrict that VTSO from accessing other agreed training opportunities.

8.12 VTSO Team Meetings

- (1) VTSO team meetings within each VTS centre will be arranged three times per calendar year, subject to operational needs and requirements. The timing, length of meetings and dates will be agreed between each MVTS and the VTSOs in the VTS centre, taking into consideration fatigue management practices.

- (2) MVTSs and VTSOs are to ensure those VTSOs on affected shifts will ensure ten-hour breaks in accordance with the Award.
- (3) Those VTSOs who are immediately on shift prior to, or the night shift following the meeting, may, after discussion with the MVTS, not attend the scheduled meeting based on fatigue management practices.
- (4) VTSOs not on roster who are required to attend team meetings will be remunerated in accordance with clause 18.3 of the Award - *Payment for overtime - shift workers*.

8.13 VTSO Workplace Review

Following a formal review of VTSO working arrangements during the life of the *MSQ Maritime Operations Certified Agreement 2018*, the parties agree the focus of the VTSO Workplace Review is now on implementing any agreed outcomes during the first 12 months following certification of this Agreement.

Part 9 MANAGERS VESSEL TRAFFIC SERVICES

9.1 Hours of Work

- (1) The ordinary hours of work for MVTS shall be 36.25 hours per week, to be worked between 6.00am and 6.00pm, Monday to Friday inclusive.
- (2) Any work to be performed by a MVTS outside the spread of hours will require the prior approval of the Director, VTS.

9.2 Aggregate Salary Arrangements

- (1) MVTS will receive an aggregated salary comprised of the components detailed in clause 9.2 of this Agreement. The aggregated salary will be the salary for all purposes of this Agreement including all leave, superannuation and future salary increases, COLA Payments and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (2) MVTS will have an aggregated salary comprising:
 - (a) 36.25 ordinary hours per week;
 - (b) on call allowance - clause 9.2(3) of this Agreement;
 - (c) first aid allowance (where appropriate) - clause 9.2(4) of this Agreement; and
 - (d) annual leave loading - clause 9.2(5) of this Agreement.
- (3) On Call Allowance
 - (a) Included in the aggregated salary is 15 weeks of on call allowance at applicable rates prescribed in clause 4.5 of this Agreement.
 - (b) This payment covers on call availability for all hours outside of a MVTS' ordinary working hours over 15 weeks during a financial year.
 - (c) The on-call arrangements for each MVTS shall be discussed between the individual MVTS and the Director, VTS.
 - (d) A MVTS will not be required to be on call beyond 15 weeks in each financial year, unless their Director, VTS deems there is a business need that requires the MVTS to be on call outside their ordinary working hours.

- (e) Where a MVTS is instructed by the Director, VTS to be available on call, beyond the 15 weeks allocated in their aggregated salary, the MVTS is entitled to claim additional on call payment in accordance with the provisions of clause 4.5 of this Agreement - *On Call Allowance*.
- (4) First Aid Allowance
- Included in the aggregated salary, where applicable, is 52 weeks of the first aid allowance at the rate prescribed in the Award existing at the date of certification of this Agreement.
- (5) Annual Leave Loading
- Included in the aggregated salary is 17.5% annual leave loading paid on 4 weeks annual leave each year to each MVTS.

Part 10 MARITIME OPERATIONS OFFICERS (HYDROGRAPHIC SERVICES)

10.1 Application

- (1) Part 10 of this Agreement applies to the following classification levels:
 - (a) Maritime Operations Officer Grade B (OO4).
 - (b) Maritime Operations Officer Grade A (OO5).
 - (c) Senior Maritime Operations Officer (OO6).
- (2) The terms MOO found in this Part includes each of the above listed classifications and only applies to MOOs employed within the Hydrographic Services Unit.

10.2 Hours of Work

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

10.3 Aggregated Salary Arrangements

- (1) MOOs will receive an aggregated salary comprised of the components detailed in clause 10.3 of this Agreement. The aggregated salary will be the salary for all purposes of this Agreement including all leave, superannuation and future salary increases, COLA Payments and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (2) MOOs will have an aggregated salary comprising:
 - (a) 36.25 ordinary hours per week;
 - (b) overtime – clause 10.3(3) of this Agreement;
 - (c) on call allowance – clause 10.3(4) of this Agreement;
 - (d) first aid allowance (where appropriate) - clause 10.3(5) of this Agreement; and
 - (e) annual leave loading - clause 10.3(6) of this Agreement.
- (3) Overtime
 - (a) Time Away From Work
 - (i) Overtime is considered work outside the spread of hours or in excess of 9.5 hours, exclusive of meal breaks, on any one day.

- (ii) The parties agree MOOs will be able to accumulate accrued time and TOIL as a result of working additional hours whilst crewing vessels. Accrued time and TOIL can be used to enable each MOO to take up to three weeks leave upon return to their Brisbane base.
- (iii) A MOO (other than a casual) who is required as part of undertaking their role to be accommodated away from their home port, shall accrue one day's TOIL for each day that duties are not required to be undertaken during such periods. If a MOO is required to undertake duties for periods of less than an equivalent standard day, the MOO will be compensated with TOIL for the remaining balance of that equivalent standard day. Those employees under this arrangement will receive no less than five (5) days accrued TOIL per annum.
- (iv) The 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 aggregated salary can be claimed and remunerated in accordance with relevant part of this Agreement. This may result in additional hours being remunerated by either payment of overtime or by TOIL.

(b) Aggregated Overtime

- (i) 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 a MOO's aggregated salary.
- (ii) MOOs will be required to establish flexible arrangements with the Manager, Hydrographic Services to work the 250 hours per annum overtime allocation to best meet projected work requirements.
- (iii) 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 overtime included in a MOO's aggregated salary.
- (iv) The working of additional overtime in excess of the 250 hours by any MOO will only be approved where all of the following conditions are met:
 - The Manager, Hydrographic Services or their nominated delegate is satisfied that all MOOs are meeting their overtime commitments.
 - All other avenues of internal service delivery have been considered by the MOO and Manager, Hydrographic Services or their nominated delegate.
 - The working of all additional overtime in excess of the 250 hours of overtime contained in a MOO's aggregated salary will only be permitted after formal approval is obtained from the Manager, Hydrographic Services or their nominated delegate.

(4) On Call Allowance

- (a) Included in the aggregated salary is 15 weeks of on call allowance at the applicable rates prescribed in clause 4.5 of this Agreement.

- (b) This payment covers on call availability for all hours outside of a MOO's ordinary working hours over 15 weeks during a financial year.
 - (c) Each MOO is required to be available to be recalled to duty from on call, for 15 weeks in each financial year.
 - (d) The on-call arrangements for each MOO shall be discussed between the individual MOO and Manager, Hydrographic Services.
 - (e) A MOO will not be required to be on call beyond 15 weeks in each financial year, unless the Manager, Hydrographic Services deems there is a business need that requires the MOO to be on call outside their ordinary working hours.
 - (f) Where a MOO is instructed by the Manager, Hydrographic Services to be available on call, beyond the 15 weeks allocated in their aggregated salary, the MOO is entitled to claim additional on call payment in accordance with the provisions of clause 4.5 of this Agreement - *On Call Allowance*.
- (5) First Aid Allowance
- Included in the aggregated salary is, where applicable, is 52 weeks of the first aid allowance at the rate prescribed in the Award existing at the date of certification of this Agreement.
- (6) Annual Leave Loading
- Included in the aggregated salary is 17.5% leave loading paid on 4 weeks annual leave each year to each MOO.

10.4 Reporting Arrangements

MOOs will report to the Manager, Hydrographic Services.

10.5 Progression by Achievement - MOO Grade B to MOO Grade A

- (1) Progression from MOO Grade B (OO4) to MOO Grade A (OO5) will be possible if the employee has:
 - (a) performed full-time Maritime Operations Officer Grade B (OO4) duties for a minimum period of three (3) years or equivalent for part-time employees;
 - (b) supported by a satisfactory performance record;
 - (c) gained appropriate qualifications as outlined in the current Maritime Operations Officer Grade A position description; and
 - (d) training and career support will be in accordance with Part 2 of this Agreement.
- (2) Notwithstanding clause 10.5(1) of this Agreement, progression from MOO Grade B (OO4) to MOO Grade A (OO5) level shall occur prior to the employee having three years' experience as a MOO Grade B (OO4) where an employee has:
 - (a) a minimum of three years relevant maritime experience prior to appointment; and
 - (b) satisfies the selection criteria within the current position description; and
 - (c) has formal approval of the Executive Director, Port Operations and Vessel Traffic Services.

Part 11 MARITIME ENFORCEMENT TEAM (MET)

11.1 Application

- (1) Part 11 of this Agreement applies to the following classification levels:
 - (a) Manager, Maritime Enforcement Team (AO7).
 - (b) Maritime Enforcement Team Officer (AO6).
- (2) Existing employees (for example, Marine Officers) who apply for and are successful in being engaged in a Maritime Enforcement Team (MET) position will be subject to the arrangements detailed within Part 11 of this Agreement.

11.2 Work schedule

- (1) The MET are a specialist unit that provide a range of services including enforcement of maritime legislation and standards as well as educating vessel operators. This involves on-water work during peak periods including weekends and some of the identified public holidays.
- (2) Work performed on the weekend will be based on a program of work decided by the Executive Director, Waterways Management and the Manager, MET, in consultation with MET employees.
- (3) The work schedule provides for ordinary hours of work to be scheduled on any five consecutive days out of seven for all MET positions, Monday to Sunday inclusive. This will apply:
 - (a) for regulatory and educational activities, where undertaking work on a Saturday and/or Sunday can provide:
 - (i) improved access to waterway users due to increased weekend usage;
 - (ii) targeted activities on days where there is a higher number of marine incidents; and/or
 - (iii) targeted activities for Easter and other Long Weekend periods (e.g., Australia Day, Labour Day), School Holidays, End of School celebrations;
 - (b) in workshops, where employees are required to maintain or repair plant and equipment to support patrol requirements in circumstances as outlined in clause 11.2(3)(a).
- (4) Unless prescribed elsewhere in the Award and in this Agreement, MET employees, whose ordinary hours of duty may be worked on days other than Monday to Friday, shall be entitled to not less than two consecutive scheduled days off duty each week.
- (5) In lieu of two whole days off in each week, a MET employee may be allowed, in each fortnightly period, either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive days off.
- (6) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 11.2(4) of this Agreement.
- (7) Scheduled operational weekends shall not be split, however split weekends can occur subject to agreement between the Manager, MET and MET employees, provided that agreement shall not be unreasonably withheld.

- (8) Scheduled operational weekends will not exceed three consecutive weekends out of a four weekend period.
- (9) Schedule operational weekends will not exceed five weekends in a seven week period.
- (10) Work schedules will be negotiated and agreed for blocks of 13 weeks (four cycles per year).
- (11) The agreed work schedule will be provided a minimum four weeks in advance to ensure operational efficiencies and work life balance for employees.
- (12) It is acknowledged that due to state-wide operational requirements, there will be some occasions where the work schedule will need to be varied due to special circumstances or emerging changes in operational requirements. On these occasions, the Manager, MET will ensure MET employees have been consulted and are afforded their entitled days off at the appropriate time. Changes to the work schedule shall be by mutual agreement between the employer and the employees, provided that agreement shall not be unreasonably withheld.

11.3 Hours of work

- (1) It is intended for work to be scheduled on any five consecutive days out of seven from Monday to Sunday each week.
- (2) The parties have agreed to calculate 30 weekends for MET Officers and the 12 weekends for the Manager, MET at weekend overtime rates. The application of this is as follows.
 - (a) 30 weekends for MET Officers (60 workdays x 7.25 hours) totals 435 hours.
 - (b) 12 weekends for the Manager, MET (24 workdays x 7.25 hours) totals 174 hours.
- (3) The Manager, MET and MET Officers will aim to work the nominated number of weekends, however, are able to treat the weekend work requirements as total hours to be worked.
- (4) Where employees are directed to work on days that are not part of their agreed work schedule, these days will be considered non-work days or scheduled days off and the employees will be compensated in the form of TOIL.

11.4 Monday to Friday

- (1) Monday to Friday ordinary hours worked above 7.25 hours and up to 9.5 hours within the 6:00am – 6:00pm spread of hours on any one day shall be credited as accrued time, providing employees flexible working options and access to time off using accrued hours.
- (2) Employees who perform authorised work on a scheduled Monday – Friday work day, outside the ordinary spread of hours (6:00am – 6:00pm) or in excess of 9.5 hours, exclusive of meal breaks, will be compensated in the form of TOIL.

11.5 Weekend work

- (1) The MET Officers are required to work 30 weekends and the Manager, MET is required to work 12 weekends per annum.
- (2) The Manager, MET and MET Officers will aim to work the nominated number of weekends as prescribed in clause 11.3(2) of this Agreement, however, are able to treat the weekend work requirements as total hours to be worked.
- (3) The 30 weekends (or 435 hours) for MET Officers, and the 12 weekends (or 174 hours) for Manager, MET, can comprise of on-water activities worked on a Saturday and Sunday plus travel to and from the location where the MET vessel/s (usually jet skis) are located and where the work is to be performed, provided that the hours worked on a Sunday shall not be greater than 217.5 hours for MET Officers and 87 hours for the Manager, MET. This can include hours outside the spread of hours (6:00am – 6:00pm).

- (4) Public holidays worked on a Saturday or Sunday will be paid as per clause 23.1(a)(ii) of the Award - *Payment for public holidays and for work on a public holiday*. The deduction from the weekend total hours will be the actual hours worked (for example, 8 hours worked will be a deduction of 8 hours).
- (5) If the Manager, MET or MET Officers are required to perform more than the required weekend hours of work for the 12 month period, these hours will be compensated in the form of TOIL, which will accrue at the applicable penalty rates.

11.6 Salary arrangements

- (1) The base salary for the Manager, MET position shall be that of an Administrative Officer Level 7 (AO7), in accordance with the Award.
- (2) The base salary for a MET Officer position shall be that of an Administrative Officer Level 6 (AO6), in accordance with the Award.
- (3) The weekend overtime rates prescribed in clause 11.3(2) of this Agreement are paid as an annualised fortnightly allowance, separate to the base salary.
- (4) The base salary for the Manager, MET position and the MET Officer positions is contained in Table 6 of Appendix 1.
- (5) The amount to be included as a fortnightly allowance for 12 weekends for the Manager, MET position and 30 weekends for each MET Officer position is contained in Table 7 of Appendix 1.

11.7 Public holidays

The payment of work performed on public holidays will be as per clause 23.1 of the Award - *Payment for public holidays and for work on a public holiday*.

11.8 Workplace Health and Safety

The Manager, MET will, at all times, operate within the agreed parameters of the Safety Management System.

APPENDIX 1

Table 1 Marine Officers

Position	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary
	1/10/2022 to 30/09/2023		1/10/2023 to 30/09/2024		1/10/2024 to 30/09/2025	
Salaries including first aid allowance						
Marine Officer Grade Three Level Four AO6 (4)	\$129,342.20	\$4,974.70	\$134,513.60	\$5,173.60	\$138,551.40	\$5,328.90
Marine Officer Grade Three Level Three AO6 (3)	\$126,716.20	\$4,873.70	\$131,783.60	\$5,068.60	\$135,740.80	\$5,220.80
Marine Officer Grade Three Level Two AO6 (2)	\$124,035.60	\$4,770.60	\$128,993.80	\$4,961.30	\$132,867.80	\$5,110.30
Marine Officer Grade Three Level One AO6 (1)	\$121,412.20	\$4,669.70	\$126,263.80	\$4,856.30	\$130,054.60	\$5,002.10
Marine Officer Grade Two Level Four AO4 (4)	\$101,743.20	\$3,913.20	\$105,812.20	\$4,069.70	\$108,989.40	\$4,191.90
Marine Officer Grade Two Level Three AO4 (3)	\$98,919.60	\$3,804.60	\$102,871.60	\$3,956.60	\$105,960.40	\$4,075.40
Marine Officer Grade Two Level Two AO4 (2)	\$96,036.20	\$3,693.70	\$99,871.20	\$3,841.20	\$102,871.60	\$3,956.60
Marine Officer Grade Two Level One AO4 (1)	\$93,236.00	\$3,586.00	\$96,961.80	\$3,729.30	\$99,8734.80	\$3,841.30
Marine Officer Grade One Level Four AO2 (8)	\$75,415.60	\$2,900.60	\$78,429.00	\$3,016.50	\$80,784.60	\$3,107.10
Marine Officer Grade One Level Three AO2 (7)	\$73,509.80	\$2,827.30	\$76,445.20	\$2,940.20	\$78,741.00	\$3,028.50
Marine Officer Grade One Level Two AO2 (6)	\$71,780.80	\$2,760.80	\$74,646.00	\$2,871.00	\$76,889.80	\$2,957.30
Marine Officer Grade One Level One AO2 (5)	\$70,223.40	\$2,700.90	\$73,028.80	\$2,808.80	\$75,223.20	\$2,893.20

Salaries without first aid allowance

Marine Officer Grade Three Level Four	AO6 (4)	\$128,343.80	\$4,936.30	\$133,476.20	\$5,133.70	\$137,482.80	\$5,287.80
Marine Officer Grade Three Level Three	AO6 (3)	\$125,717.80	\$4,835.30	\$130,746.20	\$5,028.70	\$134,672.20	\$5,179.70
Marine Officer Grade Three Level Two	AO6 (2)	\$123,037.20	\$4,732.20	\$127,956.40	\$4,921.40	\$131,799.20	\$5,069.20
Marine Officer Grade Three Level One	AO6 (1)	\$120,413.80	\$4,631.30	\$125,226.40	\$4,816.40	\$128,986.00	\$4,961.00
Marine Officer Grade Two Level Four	AO4 (4)	\$100,744.80	\$3,874.80	\$104,774.80	\$4,029.80	\$107,920.80	\$4,150.80
Marine Officer Grade Two Level Three	AO4 (3)	\$97,921.20	\$3,766.20	\$101,834.20	\$3,916.70	\$104,891.80	\$4,034.30
Marine Officer Grade Two Level Two	AO4 (2)	\$95,037.80	\$3,655.30	\$98,833.80	\$3,801.30	\$101,803.00	\$3,915.50
Marine Officer Grade Two Level One	AO4 (1)	\$92,237.60	\$3,547.60	\$95,924.40	\$3,689.40	\$98,805.20	\$3,800.20
Marine Officer Grade One Level Four	AO2 (8)	\$74,417.20	\$2,862.20	\$77,391.60	\$2,976.60	\$79,716.00	\$3,066.00
Marine Officer Grade One Level Three	AO2 (7)	\$72,511.40	\$2,788.90	\$75,407.80	\$2,900.30	\$77,672.40	\$2,987.40
Marine Officer Grade One Level Two	AO2 (6)	\$70,782.40	\$2,722.40	\$73,608.60	\$2,831.10	\$75,821.20	\$2,916.20
Marine Officer Grade One Level One	AO2 (5)	\$69,225.00	\$2,662.50	\$71,991.40	\$2,768.90	\$74,1544.60	\$2,852.10

Table 2 Area Managers

Position	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	
	1/10/2022 to 30/09/2023		1/10/2023 to 30/09/2024		1/10/2024 to 30/09/2025		
Salaries including first aid allowance							
Area Manager	AO7 (4)	\$137,150.00	\$5,275.00	\$142,632.17	\$5,486.00	\$146,915.80	\$5,650.60
Salaries without first aid allowance							
Area Manager	AO7 (4)	\$136,151.60	\$5,236.60	\$141,594.80	\$5,446.10	\$145,847.20	\$5,609.50

Table 3 Vessel Traffic Service Operators

Position	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary
	1/10/2022 to 30/09/2023		1/10/2023 to 30/09/2024		1/10/2024 to 30/09/2025	
Salaries including first aid allowance						
Paypoint 4 (OO5/4)	\$137,506.20	\$5,288.70	\$143,005.20	\$5,500.20	\$147,295.20	\$5,665.20
Paypoint 3 (OO5/3)	\$133,541.20	\$5,136.20	\$138,881.60	\$5,341.60	\$143,049.40	\$5,501.90
Paypoint 2 (OO5/2)	\$129,404.60	\$4,977.10	\$134,578.60	\$5,176.10	\$138,616.40	\$5,331.40
Paypoint 1 (OO5/1)	\$125,489.00	\$4,826.50	\$130,507.00	\$5,019.50	\$134,422.60	\$5,170.10
Salaries without first aid allowance						
Paypoint 4 (OO5/4)	\$136,507.80	\$5,250.30	\$141,967.80	\$5,460.30	\$146,226.60	\$5,624.10
Paypoint 3 (OO5/3)	\$132,542.80	\$5,097.80	\$137,844.20	\$5,301.70	\$141,980.80	\$5,460.80
Paypoint 2 (OO5/2)	\$128,406.20	\$4,938.70	\$133,541.20	\$5,136.20	\$137,547.80	\$5,290.30
Paypoint 1 (OO5/1)	\$124,490.60	\$4,788.10	\$129,469.60	\$4,979.60	\$133,354.00	\$5,129.00

Table 3 Casual Vessel Traffic Service Operators

Position	Casual hourly rate	Casual hourly rate	Casual hourly rate	Casual hourly rate
	1/10/2022 to 30/09/2023	1/10/2023 to 23/09/2024	23/09/2024 to 30/09/2024	1/10/2024 to 30/09/2025
Paypoint 4 (OO5/4)	\$89.10	\$92.60	\$94.10	\$97.00
Paypoint 3 (OO5/3)	\$86.50	\$89.90	\$91.40	\$94.10
Paypoint 2 (OO5/2)	\$83.80	\$87.10	\$88.50	\$91.30
Paypoint 1 (OO5/1)	\$81.20	\$84.50	\$85.90	\$88.40

Table 5 Managers Vessel Traffic Management

Position		Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary
		1/10/2022 to 30/09/2023		1/10/2023 to 30/09/2024		1/10/2024 to 30/09/2025	
Salaries including first aid allowance							
Manager (Vessel Traffic Management)	AO8 (4)	\$149,234.80	\$5,739.80	\$155,199.20	\$5,969.20	\$159,858.40	\$6,148.40
Salaries without first aid allowance							
Manager (Vessel Traffic Management)	AO8 (4)	\$148,236.40	\$5,701.40	\$154,161.80	\$5,929.30	\$158,789.80	\$6,107.30

Table 5 Maritime Operations Officers

Position	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	Aggregated annual salary	Aggregated fortnightly salary	
	1/10/2022 to 30/09/2023		1/10/2023 to 30/09/2024		1/10/2024 to 30/09/2025		
Salaries including first aid allowance							
SMOO OO6 (3)	\$108,979.00	\$4,191.50	\$113,334.00	\$4,359.00	\$116,737.40	\$4,489.90	
MOOA OO5 (4)	\$99,837.40	\$3,839.90	\$103,825.80	\$3,993.30	\$106,943.20	\$4,113.20	
MOOB OO4 (4)	\$89,330.80	\$3,435.80	\$92,898.00	\$3,573.00	\$95,687.80	\$3,680.30	
Salaries without first aid allowance							
SMOO OO6 (3)	\$107,980.60	\$4,153.10	\$112,296.60	\$4,319.10	\$115,668.80	\$4,448.80	
MOOA OO5 (4)	\$98,839.00	\$3,801.50	\$102,788.40	\$3,953.40	\$105,874.60	\$4,072.10	
MOOB OO4 (4)	\$88,332.40	\$3,397.40	\$91,860.60	\$3,533.30	\$94,619.20	\$3,639.20	

Table 6 Maritime Enforcement Team

Position		Total annual salary	Total fortnightly salary	Total annual salary	Total fortnightly salary	Total annual salary	Total fortnightly salary
		1/10/2022 to 30/09/2023		1/10/2023 to 30/09/2024		1/10/2024 to 30/09/2025	
MET Manager	AO7 (4)	\$130,603.20	\$5,023.20	\$135,826.60	\$5,224.10	\$145,281.60	\$5,380.80
MET Manager	AO7 (3)	\$127,764.00	\$4,914.00	\$132,875.60	\$5,110.60	\$142,125.30	\$5,263.90
MET Manager	AO7 (2)	\$124,898.80	\$4,803.80	\$129,896.00	\$4,996.00	\$138,939.30	\$5,145.90
MET Manager	AO7 (1)	\$121,950.40	\$4,690.40	\$126,828.00	\$4,878.00	\$135,656.10	\$5,024.30
MET Officer Level 4	AO6 (4)	\$116,786.80	\$4,491.80	\$121,459.00	\$4,671.50	\$129,913.20	\$4,811.60
MET Officer Level 3	AO6 (3)	\$114,324.60	\$4,397.10	\$118,898.00	\$4,573.00	\$127,175.40	\$4,710.20
MET Officer Level 2	AO6 (2)	\$111,810.40	\$4,300.40	\$116,282.40	\$4,472.40	\$124,378.20	\$4,606.60
MET Officer Level 1	AO6 (1)	\$109,350.80	\$4,205.80	\$113,724.00	\$4,374.00	\$121,640.40	\$4,505.20

Table 6 Maritime Enforcement Team Allowance

Position		Fortnightly allowance	Fortnightly allowance	Fortnightly allowance
		1/10/2022 to 30/09/2023	1/10/2023 to 30/09/2024	1/10/2024 to 30/09/2025
MET Manager	AO7 (4)	\$415.70	\$432.30	\$445.30
MET Manager	AO7 (3)	\$406.70	\$422.90	\$435.60
MET Manager	AO7 (2)	\$397.60	\$413.50	\$425.90
MET Manager	AO7 (1)	\$388.20	\$403.70	\$415.80
MET Officer Level 4	AO6 (4)	\$929.30	\$966.50	\$995.50
MET Officer Level 3	AO6 (3)	\$909.70	\$946.10	\$974.50
MET Officer Level 2	AO6 (2)	\$889.70	\$925.30	\$953.10
MET Officer Level 1	AO6 (1)	\$870.20	\$905.00	\$932.10

SIGNATORIES

Signed for and on behalf of THE CROWN IN THE RIGHT OF THE STATE OF QUEENSLAND through the Director-General, Department of Transport and Main Roads

Signature of Authorised Officer.....

Name of Authorised Officer.....

Signature of Witness

Name of Witness

Dated this/...../2023.....

Signed for and on behalf of Australian Maritime Officers Union Queensland

Signature of Authorised Officer.....

Name of Authorised Officer.....

Signature of Witness

Name of Witness

Dated this/...../2023.....

Signed for and on behalf of Australian Institute of Marine and Power Engineers

Signature of Authorised Officer.....

Name of Authorised Officer.....

Signature of Witness

Name of Witness

Dated this/...../2023.....

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

Signature of Authorised Officer.....

Name of Authorised Officer.....

Signature of Witness

Name of Witness

Dated this/...../2023.....

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

Signature of Authorised Officer.....

Name of Authorised Officer.....

Signature of Witness

Name of Witness

Dated this/...../2023.....

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

Signature of Authorised Officer.....

Name of Authorised Officer.....

Signature of Witness

Name of Witness

Dated this/...../2023.....