

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Maritime Safety Queensland, Maritime Operations Certified Agreement 2009

Matter No. CA/2010/3

Vice President Linnane

15 April 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 15 April 2010 the Commission certifies the following written agreement:

Maritime Safety Queensland, Maritime Operations Certified Agreement 2009 - CA/2010/3 [as amended].

Made between:

The Department of Transport and Main Roads, Maritime Safety Queensland

AND

Australian Maritime Officers Union Queensland, Union of Employees

AND

Queensland Public Sector Union of Employees

AND

The Australian Workers' Union of Employees, Queensland

AND

The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

AND

The Electrical Trades Union of Employees, Queensland

The agreement was certified by the Commission on 15 April 2010 and shall operate from 15 April 2010 until its nominal expiry on 31 July 2012.

This agreement replaces and cancels the *Maritime Safety Queensland Maritime Operations Certified Agreement 2006* (CA/2007/26).

By the Commission.

D.M. LINNANE,
Vice President.

MARITIME SAFETY QUEENSLAND
MARITIME OPERATIONS
CERTIFIED AGREEMENT 2009

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PART 1 APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *Maritime Safety Queensland, Maritime Operations Certified Agreement 2009* (“Agreement”).

1.2 Application

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

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

Parts 1 – 5 of this Agreement provide general employment terms and conditions of service for employees. Parts 6 – 11 outline specific arrangements and employment conditions of service for particular employee groups.

Where there is any inconsistency between Parts 1 – 5 and Parts 6 – 11 the provisions in Parts 6 - 11 will take precedent.

1.3 Parties to the Agreement

The Parties to this Agreement are Maritime Safety Queensland (MSQ), an agency of the Department of Transport and Main Roads, and the Australian Maritime Officers Union Queensland, Union of Employees (AMOU); The Queensland Public Sector Union of Employees (QPSU); The Electrical Trades Union of Employees, Queensland (ETU); The Australian Workers' Union of Employees, Queensland (AWU); and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU).

1.4 Relationships to Other Awards and Agreements

This Agreement operates to the exclusion of any other agreement and shall be read and interpreted in conjunction with the *Queensland Public Service Award – State 2003* (Award). Where there is any inconsistency between this Agreement and the Award the terms of this Agreement shall prevail.

1.5 Legal Status of the Agreement

This Agreement shall be certified by the Queensland Industrial Relations Commission in accordance with the *Industrial Relations Act 1999*.

1.6 Agreements to be Cancelled

This Agreement replaces and cancels the *Maritime Safety Queensland Maritime Operations Certified Agreement 2006* (No. CA/2007/26 of 16 April 2007).

1.7 Term of the Agreement

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission to 31 July 2012. The parties have agreed that its terms shall be given operative effect on and from 1 August 2009.

1.8 Consultation Process

1.8.1 In reaching this Agreement, the parties have benefited from maintaining an ongoing consultation process between MSQ, AMOU; QPSU; ETU; AWU; AMEPKU and MSQ employees. All parties have undertaken to continue this consultation and involvement as the basis for future Agreements.

1.8.2 Collective Industrial Relations

1.8.2.1 MSQ acknowledges that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions and the traditionally high levels of union membership

in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

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

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

1.8.3 It is the intention of the parties to meet no later than six (6) months before the nominal expiry date of this Agreement with the intention of negotiating and concluding a new agreement to apply from 1 August 2012. Should agreement not be reached for a new agreement by 1 July 2012 the Parties agree that they may make application to the Queensland Industrial Relations Commission for a member of the Commission to act as a Mediator.

1.9 Employment Security and Permanent Employment

1.9.1 Employment Security

MSQ is committed to maximum 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.

1.9.2 Permanent Employment

The parties are committed to maximising permanent employment where possible. Casual or 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.

1.9.3 Organisational Change and Restructuring

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

1.9.3.2 These commitments are effected through the Government's Employment Security Policy and the "Policy on the Contracting-Out of Government Services".

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

1.9.3.4 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.

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

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

Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. Employees will comply with Directive 12/09 Employment Arrangements Following Workplace Change, including the requirement that they participate actively in the deployment process. The full provisions of the Directive will be followed where employees refuse to participate or cooperate in these processes.

1.10 Closed Agreement

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

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

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

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

Unless inconsistent with the terms of this agreement, the entitlements of employees covered by this agreement as contained in the Award, Directives or Determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.

PART 2 CAREER DEVELOPMENT AND FILLING OF VACANT POSITIONS

2.1 Career Development

The Parties to this Agreement recognise that in order to increase effectiveness and productivity a commitment to training and development and career progression is required.

Accordingly the Parties commit themselves to developing a highly skilled and flexible workforce. This will be achieved by:

- implementation of competency based training for Marine Officer and Area Manager roles;
- continuation of nationally recognised Vessel Traffic Services (VTS) training courses;
- consultation, discussion and agreement with the relevant employee(s) in relation to identifying relevant training and development needs and opportunities;
- providing employees with the opportunity to gain relevant competencies and qualifications to perform their roles, enhance their career opportunities and meet Regional and State outcomes;
- assisting employees to access the departments Study and Research Assistance Scheme (SARAS)
- providing supportive management which will include clear direction ongoing communication, clearly defined areas of responsibility and participative decision making; and
- encouraging input into regional management decisions.

Where practicable, employees will be encouraged to undertake training in other employment streams as part of their career and skill development.

2.2 Other Development Opportunities

2.2.1 Each Regional Management Team is committed to the concept of industry releases and temporary placements in other Regions to further develop the skills of employees. Prior to any placement, each Regional Management Team will consider regional requirements and/or associated costs.

2.2.2 Any employee covered by this Agreement who is required to have a Marine and/or Workplace Health and Safety qualification to perform his/her duties as detailed in the relevant position description will be reimbursed for all costs associated with the acquisition and/or revalidation of this qualification e.g. application, examination etc.

2.3 Traineeships

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

- In line with this commitment MSQ, with the support of other relevant stakeholders, will explore all avenues available to employ trainees.
- These avenues will include, but not be limited to, operational and technical employee disciplines covered by this Agreement.

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

2.4 Filling of Vacant Positions

2.4.1 Upon any permanent position covered by this Agreement becoming substantively vacant the following actions shall occur:

- an immediate review to assess the relevance of the vacant position to future requirements of the Region will be undertaken by the Regional Management Team. The review may result in the non filling of the vacant position;
- dependent upon the above a position description for the vacant position will be developed to reflect the review outcomes;
- the Regional Harbour Master will ensure permanent filling action has commenced within three (3) months of the position becoming vacant;
- the past practice of filling substantive vacant positions with long term temporary employees beyond six (6) months shall not apply;
- to support the above, all substantive vacant positions currently occupied by temporary employees for less than twelve (12) months will be advertised in accordance with Directive 03/09 – Recruitment and Selection as amended within three (3) months from the certification of this Agreement; and
- consistent with a statewide approach to career development for employees covered by this Agreement each Regional Management Team may wish to consider transfer arrangements prior to the advertising of any vacancy.

2.4.2 Where a substantive occupant is filling a position on a secondment / temporary transfer within MSQ the following action shall occur:

- the relevant Managers will discuss with a view to reaching an agreement between themselves and the affected employee to either permanently place the employee in the seconded position or return the employee to his/her substantive position within six (6) months of the commencement of the secondment / transfer period; and
- if no action is taken as a result of the above, further discussions are to held at three (3) monthly intervals with the aim of reaching agreement.

2.5 Area Manager and Marine Officer Role Descriptions

All parties agree where a region decides to recruit a Marine Officer or Area Manager through a recruitment process the same role description will be applied across the State.

The General Manager may not vary the role description for Marine Officers and Area Managers during the life of the agreement without consultation with the relevant Unions.

2.6 Recognition of Accredited Qualifications

2.6.1 Commitment

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

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

2.6.2 Appropriate Remuneration

The following remuneration shall be paid for employees that meet the requirements in Clause 2.6.1:

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 WORKPLACE HEALTH and SAFETY

3.1 Workplace Health & Safety

- 3.1.1** MSQ is committed to meeting its obligations under the *Queensland Workplace Health and Safety Act 1995* and other relevant State and Federal legislation.
- 3.1.2** MSQ will ensure that employees have the opportunity to nominate an appropriate number of representatives on the various Regional Workplace Health and Safety Committees.
- 3.1.3** MSQ will continue to develop and implement its WHS Management System.
- 3.1.4** All relevant managers and employees will be consulted in the development and review of safety principles, policies, quality procedures and work instructions.

3.2 Provision of Uniform and Personal Protective Clothing, Equipment and Substances (PPE)

All employees covered by this Agreement shall be entitled to the provision of uniform and protective clothing equipment and substances as detailed in the MSQ Policy – Management of Uniform and Personal Protective Clothing, Equipment and Substances (PPE) and associated documents as amended from time to time.

3.3 Workplace Bullying and Harassment

The parties recognise that bullying and harassment in the workplace is a serious issue which is not acceptable and must be eliminated.

PART 4 GENERAL CONDITIONS of EMPLOYMENT

4.1 Part-Time Employees

- 4.1.1** The spread of ordinary working hours for part-time employees shall be the same as that prescribed for a full-time employee prescribed in this Agreement.
- 4.1.2** 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.
- 4.1.3** A part time employee shall be entitled to any applicable allowances on a pro rata basis, however the following allowances shall apply in full:
- Travelling Allowance
 - On-Call Allowance
 - Meal Allowance
- 4.1.4** For work performed within the spread of ordinary hours as prescribed in this Agreement, and in addition to the number of hours specified to be worked in a week, a part time employee shall be entitled to payment at the ordinary hourly rate. The additional hours so worked shall be taken into account in the pro rata calculation of all entitlements.
- 4.1.5** When a part time employee is authorised to work additional hours outside the spread of hours prescribed by this Agreement the part time employee shall be eligible for payment for additional hours in accordance with Clause 4.5 of this Agreement.
- 4.1.6** A part-time employee may be appointed to more than one position provided that the maximum number of ordinary hours they are employed shall not exceed 72.50 hours per fortnight.

4.2 Casual Employees

In lieu of subclause 4.4.3 of the Award, the following formula applies to casual employees working in Aggregated Salary Positions.

$$\frac{\text{Annual salary for Aggregated Salary Position}}{\text{Weeks in year multiplied by Hours worked per week}} \text{ multiplied by Casual Loading}$$

Where:

Weeks in year	= 52
Casual loading	= 123%
Hours worked per week	= 38 for VTSOs / Maritime Operations Officers, Hydrographic Services = 36.25 for Marine Officers and Area Managers

4.3 Continuity of Service Delivery

During the term of this Agreement the parties agree to cooperate fully in maintaining the delivery of maritime operational services to stakeholders.

4.4 Hours of Work

4.4.1 Purpose

- 4.4.1.1** MSQ believes that flexibility plays an important role in enabling managers to motivate and manage their employees, service their stakeholders and meet business goals in an increasingly changing and diverse environment. Managers and employees will work together to ensure that employees are meaningfully employed at all times.
- 4.4.1.2** This clause is designed to enable maximum flexibility at the work unit level so that work units can ensure work arrangements are tailored to meet local operational, customer service and employee needs.
- 4.4.1.3** It is intended that all employees excluding casuals covered by this Agreement are able to access accrued time off, including full day(s) off and that working hours arrangements are tailored to meet the operational and customer service needs of their Region and/or MSQ.
- 4.4.1.4** Flexible start and finish times are available for employee(s) subject to operational requirements.
- 4.4.1.5** Flexible start and finish times are to be determined by the relevant managers after consultation and agreement with employees. The business needs of the work unit including customer service are to be the primary consideration when determining flexible start and finish times. To help balance employees family and work commitments seven (7) days' notice shall be given, where practicable, to an employee on the implementation of any agreed changes to start and finish times.
- 4.4.1.6** Factors to consider when determining flexible start and finish times include supervision, security, availability of work, seasonal and climatic conditions, workplace health and safety practices, employee call out return to work responses, the need to perform work tasks and the balance of employees' family and work commitments.
- 4.4.1.7** For time to be accrued productive work must be available for an employee to perform.
- 4.4.1.8** Local arrangements can be developed to enable accrued time off to be taken weekly, fortnightly or another convenient time frame. For example a Region may decide that it wishes to work an Accrued Day Off (ADO) system over an appropriate time frame. This decision must be made in full consultation with all relevant employees.
- 4.4.1.9** The upper limit on the amount of time which can be accrued by an employee at any time is 40 hours. Employees may exceed the 40 hour limit in accordance with the QT Policy and Procedures for Working Hours and Accrued Time as amended from time to time.
- 4.4.1.10** The delegated manager and/or supervisor shall be responsible for the approval of accrued time off.

4.4.2 Definitions

4.4.2.1 “Accrued time” is the hours of duty performed by employees which supplement the ordinary working hours which are not additional hours and which have not been compensated by the payment of overtime or other similar payment.

4.4.2.2 “Accrued time off” is accrued time which is taken as paid time off during a work cycle e. g. 36.25 hours, 72.50 hours, 145 hours or 38 hours, 76 hours, 152 hours where there is agreement between the employee and the relevant supervisor.

4.4.2.3 “Ordinary working hours” are the ordinary number of hours prescribed in this Agreement. For example, seven hours fifteen minutes per day for employees whose ordinary hours of work are 36 hours 15 minutes per week.

4.4.3 Spread of Hours

4.4.3.1 The spread of hours shall be 6:00am to 6:00pm Monday to Friday. Normal operating hours within this spread of hours are to be determined by the relevant manager and/or supervisor in consultation and agreement with staff.

4.4.3.2 It is the responsibility of the relevant manager and/or supervisor to ensure that there are adequate staffing arrangements to cover the normal operating hours for the work unit. Employees may be directed to work to meet this commitment.

4.4.3.3 The maximum number of hours to be worked in any one day before the provisions outlined in Clause 4.5 apply is 9.5 hours exclusive of meal breaks.

4.5 Overtime

4.5.1 Management of overtime and accumulated time.

To assist in the promotion of a statewide approach to the delivery of maritime operational services and to align with MSQ's commitment to all employees to balance work and home life, each Regional Management Team shall apply the following principles in the management of overtime and accumulated time:

- Work programs or scheduling of work including major work programs shall where appropriate, be between the normal spread of hours (6.00am - 6.00pm Monday - Friday).
- No overtime shall be worked without the prior approval of the delegated Manager.
- Regional Management Teams in consultation and agreement with relevant employees, wherever possible, shall utilise the application of flexible start and finishing times.
- To ensure the effective and efficient use of overtime and accrued time each Region Management Team must regularly record and monitor regional use of overtime and accrued time.
- Local arrangements can be developed making allowances for workload, seasonal or climatic conditions etc. to enable accrued time off to be taken weekly, fortnightly or any other convenient timeframe.
- For time to be accrued or overtime to be worked, productive work must be available for an employee to perform.
- Managers and employees will work together to ensure that employees are meaningfully employed at all times.

4.5.2 An employee directed to work on such employee's prior approved accrued day off which is part of a scheduled and agreed work pattern e.g. rostered day off (RDO) shall be paid for such work at the rate of time and a half for the first three hours and double time thereafter with a minimum of two hours work or payment thereof.

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

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

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

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

This Part will apply when an employee has worked in excess of two (2) hours on any one or more call – outs.

4.6 Call Out and Return to Duty

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

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

4.6.3 Each employee recalled to duty is required to provide details to the relevant Manager(s) concerning reasons for call out, start and finish times, time taken to perform response and outcome of response.

4.6.4 For the purpose of this Agreement “on call” shall be defined as follows – an employee placed on call is required to remain contactable in order that MSQ can contact them during the hours for which they have been placed on-call. Mobile phones will be provided by MSQ.

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

4.6.5 Monday to Friday - In the event of an employee on call being recalled to perform duty, such employee shall be paid for the time worked, such time to be calculated as from home and back to home with a minimum payment of two (2) hours at the prescribed overtime rate.

4.6.6 Saturday and Sunday and Public Holidays - An employee eligible for the payment of overtime in accordance with the Directive, performing additional hours on recall on Saturday, Sunday or a Public Holiday shall be paid for such overtime at the appropriate overtime rate with a minimum of two (2) hours, in respect of overtime worked on a Saturday or Sunday and four (4) hours in respect of overtime worked on a Public Holiday. All payments are to be calculated as from home and back to home.

4.6.7 An employee, while on call, who is recalled to perform duties without the need to leave the employee’s place of residence, will be recompensed for time worked with a minimum recompense of one hour for the first time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Any subsequent requirement to perform duties without the need to leave the employee’s place of residence after the first hour will be paid at the prescribed rate for actual time worked.

To allow these requests for performance of duties without the need to leave the employee’s place of residence to be analysed (refer Clause 4.6.11) the employee will be responsible for the immediate detailed recording of such requests. The time taken to complete this task will form part of the request for advice and overtime payment.

4.6.8 Any overtime payable shall be in addition to the on-call allowance.

4.6.9 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 relevant Directive as amended from time to time.

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

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

4.7 Emergent Overtime

Approval has been given to an exclusion from the overtime salary limit under Directive 5/05 Hours and Overtime under the following conditions:

- The exclusion will apply to MSQ staff, but not including Senior Officers and Senior Executive Service (SES) who are engaged in pollution and emergency response;

- The exclusion will apply when the National Plan to Combat the Pollution of the Sea by Oil and other Noxious Substances is activated;
- The Maritime Safety Queensland staff covered by this exclusion will be paid overtime at their actual rate of pay; and
- Overtime payments may commence from the date of approval and the exclusion will apply indefinitely.

4.8 Meal Breaks & Rest Pauses

4.8.1 All employees (including part-time and casual employees) whether day workers or shift workers who work for more than 5 continuous ordinary hours on any day shall be allowed a minimum of 30 minutes for a meal break to be taken between the third and sixth hour from commencement of duty.

4.8.2 Provided that the hours of duty of shift workers shall be inclusive of meal times, to be taken so as not to interfere with operational requirements and no deduction shall be made from the employee's wages.

4.8.3 Where practicable, all employees (including part-time and casual) who work at least 6 continuous ordinary hours shall be entitled to a pause(s) totalling 20 minutes per day to be taken at times to suit operational requirements as determined by the employer.

Provided that where at least 4 continuous ordinary hours are worked the entitlement shall be 10 minutes.

For the purpose of this clause the taking of a meal break does not interrupt the continuity of ordinary hours worked.

4.9 Reasonable Working Hours

MSQ is committed to working with its employees and the unions to address workload management issues. MSQ remains committed to the implementation of a Workload Management Tool.

4.9.1 It is recognised by the MSQ that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to use accrued time or TOIL.

4.9.2 In addition, the parties agree that through consultative arrangements the issue of workload management will be considered. The consultative activities in the area of workload management should include, but not be limited to, the following:

- To undertake research on local workload management issues;
- To address specific workload issues referred by staff of work units, union officials and/or management;
- To develop expedient processes for referral of workload issues for consultation purposes;
- Based on research, develop strategies to improve immediate and long term workload issues;
- To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.

4.10 Leave Provisions

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

- Annual Leave
- Sick Leave
- Family Leave (Family Leave Award / Queensland Public Sector)
- Long Service Leave
- Bereavement Leave
- Special Leave
- Military Leave
- Jury Service

4.10.2 Public Holidays

4.10.2.1 Further provided to Clause 7.7.2 of the Award, time off in lieu of work performed on public holidays including the show holiday shall be taken with annual leave or taken within 28 days on the day on which the employee worked.

4.10.2.2 An employee, other than a casual employee who is dismissed or stood down by the employer during December and is re-employed before the end of January next following, if the employee was employed for a continuous period of two weeks' at least immediately before being so dismissed or stood down, is entitled to receive, and the employer is bound to pay, payment at the ordinary rate of wages payable to the employee immediately before the dismissal or stand-down for such of the holidays - Christmas Day, Boxing Day, and New Year's Day - as occur during the period between the dismissal or stand-down and the re-employment as aforesaid.

4.10.2.3 Where mutual agreement exists between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in this clause.

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

4.10.2.4 Work performed on Labour Day outside the ordinary starting and finishing times shall be paid for at double the overtime rate prescribed for an ordinary working day.

4.10.3 Maritime Operations Leave

4.10.3.1 An employee (other than a casual) who, whilst performing his/her duties, is accommodated on board a vessel, in a shore camp, or in any continuous combination of shore camp and vessel, shall accrue one day's leave at ordinary rate for each completed calendar week (seven days). If the employee is accommodated on board a vessel, in a shore camp, or in any continuous combination of shore camp and vessel for more than one week then Maritime Operations Leave for such extension is to be calculated on a pro rata basis of 0.143 of a day's leave for each day in excess of one week.

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

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

4.10.3.4 Any return to full travelling allowance or any return to headquarters (place of permanent residence) shall constitute a break in the accrual of Maritime Operations Leave.

4.10.4 Leave Debits

Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

4.10.5 Annual Leave Payments

4.10.5.1 Salary payable for periods of annual leave will not be paid in advance except in circumstances considered exceptional including, but not limited to, travel to international or remote destinations or economic hardship; and

4.10.5.2 In the case of employees who are entitled to the 17.5% annual leave loading, four weeks' annual leave loading will be paid during December of each year except for employees with aggregated salary arrangements.

4.11 Maritime Program Housing

4.11.1 All employees covered by this Agreement who occupy Government housing will be required to pay the Public Service Standard Rental Rate for such housing as amended from time to time.

4.11.2 Those employees covered by this Agreement who occupy houses in less favourable geographical locations will be entitled to a Public Service Housing Scheme locality rental rebate as amended from time to time as a means of providing additional assistance for being located in a remote area of the State.

4.12 Salary Packaging

4.12.1 Salary packaging is available for employees covered by this Agreement.

4.12.2 MSQ will apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, 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 MSQ;
- (c) increases or variations in taxation are to be passed to employees as part of their salary package;

- (d) where required by MSQ, employees must provide to MSQ evidence of independent financial advice prior to taking up a salary package;
- (e) there will be no significant additional administrative workload or other ongoing costs to MSQ;
- (f) any additional administrative and fringe benefit tax costs are to be met by the employee;
- (g) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.

4.12.3 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.

4.12.3.1 Subject to Federal Legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

4.13 Paid Parental Leave

The parties agree that the employer-paid entitlements as prescribed in Directive 5/08 (Paid Parental Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

4.14 Balancing Work/Life and Family

4.14.1 The Queensland Government recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve work-life balance, and have introduced a variety of initiatives on work and family.

4.14.2 Workplace arrangements supported by the Queensland Government and detailed within the relevant Directives, Acts and Awards (where applicable) to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):

- Leave arrangements – e.g. carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
- Policies relevant to parenting and pregnancy – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;
- Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or ADO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours;
- Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.

4.15 Industrial Relations Education Leave

4.15.1 Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

4.15.2 Before MSQ approves such leave the union must provide MSQ with information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, MSQ must be satisfied that the proposed course is within the terms of Clause 4.15.1.

4.15.3 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.

4.15.4 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant union and the employee.

4.15.5 Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

- 4.15.6** The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- 4.15.7** At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Directive 08/06 “Special Leave” in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees’ return to work after unpaid leave will be met.
- 4.16 ILO Convention**
- MSQ an employer recognises its obligations to give effect to international labour standards including freedom of association, workers’ representatives, collective bargaining and equality of opportunity for all public sector workers.
- 4.17 Union Encouragement**
- 4.17.1** MSQ 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.
- 4.17.2** An application for union membership and information on the relevant union(s) will be provided to all employees at the point of engagement.
- 4.17.3** Information on the relevant union(s) will be included in induction materials.
- 4.17.4** Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- 4.18 Union Delegates**
- 4.18.1** MSQ acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- 4.18.2** Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 4.18.3** Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 4.18.4** Subject to the relevant employee’s written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member’s employment.
- 4.19 Prevention and Settlement of Disputes**
- 4.19.1** The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 4.19.2** 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.
- 4.19.3** There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 4.19.4** In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
- (a) the matter is to be discussed by the employee’s union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

- (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
- (c) if the matter remains unresolved it may be referred by the General Manager Maritime Safety Queensland and the Secretary of the union/s involved for discussion and appropriate action. This process should not exceed 14 days;
- (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.

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

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

PART 5 ALLOWANCES

5.1 On Call Allowance

Refer also to Clause 4.6 of this Agreement.

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

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

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

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

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

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

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

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

5.1.5 Employees 'on call' receive the allowance for remaining:

- Contactable to the Regional Harbour Master (or Assistant Harbour Master or Area Manager) after hours via Mobile Phones and/or pagers.

- Within a designated proximity to the Maritime Operations Base as agreed between each Regional Management Team and employees.
- Capable of operating equipment such as cars, trucks and/or vessels if circumstances require.

5.2 First Aid Allowance

5.2.1 All personnel subject to this Agreement shall be eligible to be paid First Aid Allowance at the relevant rate prescribed in the Queensland Public Service Award – State 2003 for carrying out first aid duties as required provided that:

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

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

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

5.2.4 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.

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

5.3 Locality Allowances

5.3.1 All employees (other than casuals) covered by this Agreement will receive locality allowances in accordance with the Directive as amended from time to time.

5.3.2 Locality allowances will not be included as part of any aggregated salary arrangement for employees covered by this Agreement.

5.4 Travelling Allowances

All employees (other than casuals) required to work away from their usual headquarters shall be provided where necessary as determined by the employer with reasonable transport including to and from base or airport, accommodation and either provided with or paid reasonable compensation for fares e.g. reimbursement of taxi fares. Payment of accommodation, meals etc shall be in accordance with Directives as amended from time to time.

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

- actual expenditure for accommodation
- incidental allowance in accordance with Directives as amended from time to time; and
- meal allowances in accordance with Directives as amended from time to time.

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

5.5 Overtime Meal Allowances

All employees (other than casuals) covered by this Agreement will receive overtime meal allowances in accordance with Directives as amended from time to time.

5.6 Workplace Preparation and Travelling Time

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

- 5.6.2** The time occupied in travelling from the base to the project site and workplace preparation for such work shall be paid for at ordinary rates.
- 5.6.3** Where employees travel and perform workplace preparation for such work 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 TOIL in accordance with the directive).
- 5.7 Accommodated Onboard a Vessel Overnight Allowance**
- 5.7.1** 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:
- an allowance of \$60 per night for each night accommodated onboard the vessel;
 - incidental allowance in accordance with Directives as amended from time to time; and
 - meal allowances in accordance with Directives as amended from time to time except in exceptional circumstances, e.g. Oil spill response in isolated locations where all meals will be provided by the employer at no expense to the employee.
- 5.8 Overnight Camping Allowance**
- The rates specified in Clause 5.7.1 shall apply when employees are accommodated overnight in a shore camp (refer to Clause 4.10.3.2 for definition of shore camp).
- 5.9 Beach Swimming Allowance**
- All employees covered by this Agreement engaged in the swimming of survey lines into the open sea shall be paid at the rate of double time for each hour or part of an hour for the performance of such work.
- 5.10 Performance of Higher Duties**
- Employees, other than Marine Officers, covered by this agreement will receive payment of higher duties allowance in accordance with the Directive as amended from time to time.
- When a Marine Officer acts in a higher position that is not a Marine Officer position e.g. a Marine Officer acting in an Area Manager role they will be paid higher duties allowance.
- 5.11 Salary Rates**
- 5.11.1** The salary rate schedules are detailed in the relevant appendixes to this agreement. Salary increases over the life of this Agreement are 4.5% or \$34 per week, whichever is greater, payable from 1 August 2009, 4% or \$34 per week, whichever is greater, payable from 1 August 2010, and 4% or \$34 per week, whichever is greater, payable from 1 August 2011.
- PART 6 MARINE OFFICERS**
- 6.1 Title and Classification**
- The base salary rates for each Marine Officer Grade and Level are contained in Schedule –Table 1.
- 6.2 Terms and Conditions of Employment**
- The following should be read in conjunction with Parts 4 and 5 of this agreement.
- 6.2.1** Hours of Work – 36.25 hours per week.
- 6.2.2** Spread of Hours - 6.00am - 6.00pm Monday to Friday.
- 6.2.3** Additional Hours - work outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day.
- 6.2.4** Call-Out / Return to Duty - minimum payment of two (2) hours at the prescribed overtime rate.
- 6.2.5** Reporting Arrangements - Area Managers will have day to day responsibility for operational management of the Region. It is recognised that some Marine Officers will have responsibility for certain programs of work from time to time and other Marine Officers will report to them for the performance of duties under that program of work.
- 6.2.6** On Call Arrangements - Each Marine Officer other than Marine Officers (Marine Operations Base, Brisbane) shall be required to be available to attend work out of hours for 15 weeks in each financial year (July 1 - June 30).

The aggregate salary for Marine Officers, other than Marine Officers (Marine Operations Base, Brisbane), shall contain an annual allowance for the 15 weeks availability.

Each Marine Officer (Marine Operations Base, Brisbane) shall be required to be available to attend out of hours, to such matters for 8 weeks in each financial year (July 1 - June 30).

The aggregate salary for Marine Officers (Marine Operations Base, Brisbane) shall contain an annual allowance for the 8 weeks availability.

Each Marine Officer (Marine Operations Base, Brisbane) shall be available for duty on two (2) scheduled Rostered Days Off (RDOs) in each financial year (July 1 – June 30).

The duties performed on these two (2) RDOs shall be agreed to by the relevant Area Manager and scheduled into the annual work plan. Remuneration for duties performed on the two (2) RDOs is included as part of the aggregated salary arrangement.

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

6.2.8 Availability required beyond 15 weeks in each year (8 weeks for Marine Officers (Brisbane Region)) shall be by agreement between the individual Marine Officer and the Area Manager and shall be paid in accordance with Clause 5.1.4 of this Agreement.

6.2.9 Pilotage Transfer

The parties agree the following principles will apply to any Marine Officer who undertakes pilot transfer duties:

- Overtime will be paid for any pilot transfer performed outside the normal hours of duty;
- Payment of overtime at the appropriate rates (not part of the additional hours included within the aggregated salary);
- Application of Fatigue Leave provisions;
- Marine Officers will not resume duty without ten consecutive hours off duty unless otherwise approved by their manager;
- Where agreed flexible start and finish times combined with accrued time or TOIL can be used to assist Marine Officers balance their work and family commitments;
- The provision of regular pilot transfer services in the ports of Port Alma and Bundaberg by Gladstone Region Marine Officers has ceased; and
- During the life of this Agreement, due to the very infrequent nature of these services, the provision of pilot transfer services by Marine Officers at Karumba, Urangan and the Gold Coast will continue.

6.3 Salary Arrangements

6.3.1 Aggregate Salary – Marine Officers

This Agreement provides that Marine Officers will receive an aggregated salary comprised of the components detailed below. The aggregate salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases. Marine Officers Grade One, Grade Two and Grade Three will have an aggregated salary comprising:

- Recompense for weekend and additional hours worked (calculated as the equivalent of four weekends per year but is not limited to weekends)
- On Call Allowance
- Leave Loading
- First Aid Allowance

6.3.1.1 Aggregated Recompense for additional hours and weekends worked – included in the aggregated salary is 100 hours or equivalent per annum of additional hours worked.

6.3.1.2 Aggregated Allowances and Loadings – The following allowances and loadings are incorporated in the aggregate salary.

6.3.1.2.1 On-Call Allowance – 15 weeks at applicable rates for Marine Officers and 8 weeks at applicable rates for Marine Officers, (Marine Operations Base, Brisbane) who work on the basis of accruing a rostered day off.

Marine Officers, (Marine Operations Base, Brisbane) will be available for duty on two scheduled Rostered Days Off (RDOs) in each financial year. Remuneration for duties performed on the two RDOs is included in the aggregated salary arrangement.

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

6.3.1.2.2 First Aid Allowance – Where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Award – State 2003* existing at the date of certification of this Agreement included in the aggregate salary.

6.3.1.2.3 Annual Leave Loading – the 17.5% leave loading paid on 4 weeks annual leave each year to each Marine Officer will be included in the aggregate salary.

6.3.1.3 Additional Hours Worked after Additional Hours Included in Aggregated Salary are Worked – Any approved hours worked in addition to hours designated in the aggregate salary for Marine Officer Grade 1 and Marine Officer Grade 2 employees can be claimed and remunerated as overtime or TOIL in accordance with the *Queensland Public Service Award - State 2003* and Directive 5/05.

6.3.2 Additional hours worked by Marine Officer Grade 3 employees in addition to hours designated in the aggregate salary will be compensated by Time Off In Lieu (TOIL) in accordance with the *Queensland Public Service Award - State 2003* and Directive 5/05.

6.3.2.1 Additional On-Call Allowances – On-call duties worked by Marine Officers in addition to the 15 weeks (8 weeks for Marine Officers (Marine Operations Base, Brisbane) allocated for the aggregate salary can be claimed as additional payments in accordance with the provisions of Clause 5.1.4.

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

6.3.2.3 Marine Officer Salaries

See Schedule - Table 1.

6.3.2.4 Management of Recompense for Additional Hours and Weekends Worked

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

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

Additional hours worked as a result of any extraordinary emergency situation, for example a grounding or major oil spill, will be included in the 100 hours of aggregated additional hours.

6.3.2.4.2 The working of additional hours in excess of the additional hours recompensed within the aggregated salary by any Marine Officer covered by this Agreement will only be approved under the following conditions:

- The Regional Harbour Master or his nominated delegate is satisfied that all Marine Officers in the Region are meeting their additional hours commitments as outlined in this Agreement;
- All other avenues of internal service delivery have been considered prior to the request to work additional hours being forwarded for approval; and
- The working of all additional hours in excess of the aggregated hours recompensed within the Marine Officer's aggregated salary will only be commenced after formal approval is obtained from the Regional Harbour Master or his nominated delegate.

6.4 Competency Based Training (CBT) and Progression

6.4.1 All Marine Officers will be supported to achieve the relevant competencies within the Marine Officer Competency Based Training Framework and the required training will be provided. Officers at the Marine Officer Grade 2 Level 4 will be trained in the competencies of a Marine Officer Grade 3.

6.4.2 All parties acknowledge the attainment of competencies can be achieved in a number of ways including by attendance at formal training, online learning, mentoring, on the job experience and other learning and development strategies.

6.4.3 The administration and management of the competency based training framework will be centrally coordinated, funded and monitored to maximise timely and general coordination of competency attainment including formal training under the competency based training framework.

Marine Officers will progress to higher pay points by undertaking training and achieving the block competencies for the relevant Marine Officer Grade and Level. Provided that the relevant competencies are achieved, it is expected that Marine Officers will progress one pay point each year until they reach the positions of Marine Officer Grade 2 Level 4 and in the case of Marine Officers at Grade 3, Level 4.

The competencies that will be required to be attained in the year will be identified in discussion with the Area Manager during the preparation of their Personal Performance Agreement which will relate to the local operational plan.

6.4.4 Marine Officers will progress one level per year if they attain the full block of competencies identified and detailed in the Personal Performance Agreement for that year. An employee will need to attain the identified block of competencies as assessed by the relevant Registered Training Organisation(s) by 30 June in each year. If an employee attains the full block of identified competencies, the date of effect for progression to the next level will be 1 August in each year.

6.4.5 Where an employee does not successfully attain a competency the relevant Registered Training Organisation(s) will provide the assessment(s) to the employee and relevant Area Manager.

6.4.6 There are no progression arrangements beyond the Marine Officer Grade 2 Level 4 except as otherwise provided in this Agreement.

6.4.7 All parties acknowledge that every effort will be made for employees to attain the identified competencies, however, where an employee has long term leave the opportunity to attain the identified block of competencies may not be achievable.

6.4.8 Regional Support - Statewide Services / Staffing of QG Norfolk

Where practicable Marine Officers will crew the above vessel to allow this vessel to successfully undertake and complete navigation aids projects, hydrographic survey projects and marine safety auditing projects throughout the State. It is acknowledged by all parties that crewing of the QG Norfolk may assist Marine Officers gain competencies under the competency based training framework.

6.5 Recruitment of Marine Officers

6.5.1 Subject to Clauses 6.5.2 and 11.1.18, MSQ will determine the numbers of appointments to the position of Marine Officer Grade 3 which will be via a merit selection process in accordance with Directive 03/09 Recruitment and Selection except for circumstances as detailed in the transition part of the Agreement.

6.5.2 For the duration of the agreement there will be no limit to the number of Marine Officer Grade 3 employees as a result of the initial competency assessment process.

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

6.5.4 When a position does become vacant, the Regional Harbour Master or Regional Manager (Gold Coast) in consultation with their management team will decide whether a vacant position should be filled based on operational requirements, the future attainment of competencies by Marine Officers within their Region and the budget requirements at that time.

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

6.5.6 All new employees will commence and be paid at Level 1 of the advertised Marine Officer position.

6.5.7 Each new recruit will undergo the competency assessment process and required development opportunities to progress to pay point 2 by 1 August following 12 months of service.

6.6 Appeal and Grievance Provisions – Competency Assessment and Progression

6.6.1 This clause addresses the processes to be followed by employees where they are not satisfied with any issue in relation to competency assessment and progression arrangements. This includes:

- An assessment of a Marine Officer's competencies by any of the appointed Registered Training Organisations;
- Access to agreed development and training opportunities as detailed in Personal Performance Agreements; and
- An assessment of an equivalent Maritime Qualification or maritime expertise in accordance with the relevant role description

6.6.2 All the appointed Registered Training Organisations (RTO) will have a documented appeal process in place.

6.6.3 In accordance with the Australian Qualifications Training Framework Essential Standards, each RTO will address complaints and appeals efficiently and effectively in the first instance.

- 6.6.4** After approaching the relevant RTO in the first instance to lodge an appeal about an assessment, the appellant may lodge a further appeal with the Department of Education and Training if they are still not satisfied.
- 6.6.5** Separate to the competency assessment process there may be a situation where an employee feels they have been unfairly treated in respect to progression or translation. In these cases an employee will follow the grievance procedure within the Department.

PART 7 AREA MANAGERS

7.1 Title and Classification

- 7.1.1** The base salary rate for an Area Manager role is contained in contained in Schedule – Table 2

7.2 Terms and Conditions of Employment

The following should be read in conjunction with Parts 4 and 5 of this agreement.

- 7.2.1** Hours of Work – 36.25 hours per week.
- 7.2.2** Spread of Hours - 6.00am - 6.00pm Monday to Friday.
- 7.2.3** Additional Hours - Additional hours can only be worked with prior approval from the Regional Harbour Master. 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.
- Any approved additional hours worked will be compensated by Time Off In Lieu (TOIL) except where Clause 4.7 applies.
- 7.2.4** The management of accrued time or TOIL will be in accordance with the QT Hours of Work Policy and relevant Directive as amended from time to time.

7.3 Salary Arrangements

- 7.3.1** This Agreement provides that Area Managers will receive an aggregated salary comprised of the components detailed below. The aggregate salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases.
- 7.3.2** The following allowances and loadings are included within the aggregated salary:
- On-Call Allowance** – 15 weeks at the applicable rates as applied in the Marine Officer salary rates. This payment covers on call availability for all hours outside normal hours in a week.
- First Aid Allowance** – Where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Award – State 2003* existing at the date of certification of this Agreement.
- Annual Leave Loading** – 17.5% leave loading paid on 4 weeks annual leave each year.

7.4 On Call Availability

- 7.4.1** Each Area Manager is required to be available to attend out of hours, to such matters for 15 weeks in each financial year (1 July – 30 June)
- 7.4.2** On call arrangements shall be discussed between the Area Manager and the Regional Harbour Master.
- 7.4.3** Availability required beyond the 15 weeks allocated for the aggregated salary in each year shall be by agreement between the Area Manager and the Regional Harbour Master and shall be paid in accordance with Clause 5.1.4 of this agreement.

7.5 Other Allowances

- 7.5.1** Area Managers may claim all other allowances and entitlements in accordance with the relevant clauses of this agreement. Such payments will not be included as part of the aggregate salary.

7.6 Area Manager Salaries

See Schedule - Table 2

PART 8 VESSEL TRAFFIC SERVICES

8.1A Vision

All parties to this Agreement are committed to the strategic direction of Vessel Traffic Services (VTS) in Queensland presently being developed by Maritime Safety Queensland during the term of the Agreement.

This commitment will include but not be limited to:

- the ongoing management of VTS in the State of Queensland by Maritime Safety Queensland;
- being recognised as a leader in VTS operations both nationally and internationally;
- implementing and embracing emerging technology in the VTS arena e.g. Electronic Chart Display and Information Systems (ECDIS) and Automatic Identification System (AIS);
- accepting responsibilities to support new technology and the emerging role of VTS throughout the State;
- a proactive approach in the development and provision of accredited training for VTS personnel;
- expanding the skill base of each Vessel Traffic Service Operator (VTSO) and Managers VTM to meet the challenges of a new work environment; and
- implementing and supporting best practice management approaches and staffing arrangements in relation to other VTS authorities within Australia.

8.1 VTS Consultative Group

MSQ, the AMOU and VTS Operators commit to the continuation of the VTS Consultative Group that will discuss and address current and emerging operational issues. The VTS Consultative Group will be convened by the Principal Manager VTM & Information Services in April / May and October / November each year. Each meeting will abide by the following principles:

- The VTS Consultative Group shall include the following members – a VTSO from each location, the Managers (VTM), a representative from the Corporate Strategy Branch, representatives from the VTM and Information Services unit and members / invited guests to address VTS issues as per agenda;
- The duration of each meeting will be a minimum of one day (7.25 hrs);
- Each meeting will be preceded / followed by a meeting of the Managers VTM (refer Clause 8.8.5);
- Each meeting shall include VTSO training as an agenda item with a representative of the AMOU invited / present at the meeting for this agenda item; and
- An agenda will be drafted and distributed at least 2 weeks prior to each meeting.

8.2 Filling of Vacancies

The following action shall take place upon any permanent VTSO position becoming substantively vacant:

- an immediate review to assess the relevance of the vacant position to future requirements of the Region will be undertaken by the Regional Management Team;
- dependent upon the above, the position description for the vacant position will be developed to reflect the review outcomes including the current direction of VTS within the State;
- each Regional Management Team will ensure permanent filling action has commenced within three (3) months of the position becoming vacant;
- the practice of filling substantive vacant positions with long term temporary employees beyond (6) months shall not apply;
- consistent with a statewide approach to career development for employees covered by this Agreement each Regional Management Team may wish to consider transfer arrangements for permanent VTSOs in other ports prior to advertising of any vacancy;
- in relation to transfer at level arrangements each transferee will be given a four (4) week period of temporary transfer at the new location. At the end of this period a decision will be made in relation to formalising the transfer; and
- where regions decide to advertise and to attract the most suitable pool of applicants, vacant positions will be advertised both internally and externally.

8.3 Current Key Responsibilities

- In accordance with established procedures, provide a 24 hour per day Vessel Traffic Service (VTS) and where required Reef VTS.
- Provide a first call response service to emergency situations within the VTS / Ship Reporting System (SRS) area for users.
- Where required input real time vessel movement data into the Queensland Ship Information Planning System (QSHIPS) thus allowing the system to efficiently function as a port/vessel movement and statistical vessel data storage tool.
- Where requested assist Marine Pilots and Ship's Masters during shipping manoeuvres.
- Initiate Polreps and Sitreps as required.
- Where required assist in the operation of Under Keel Clearance (UKC) Programs.
- Where required and subject to staff availability, assist with notice to mariners, incident investigations, Section 86 approvals, buoy moorings and other relevant port administrative duties.
- Compile and modify daily shipping schedules and promulgate shipping schedules and information to nominated port users.
- Perform general administrative duties including maintaining shipping statistics, shipping sheets, radio maintenance logs etc.

8.4 Significant Change

Should MSQ decide to implement any significant changes to the above current Key Responsibilities of VTS Operators MSQ shall as soon as possible consult with the AMOU and VTS members. The parties agree that this Agreement may be varied following such discussions. In the event of a disagreement the Settlement of Disputes Procedure shall apply.

8.5 Terms and Conditions of Employment - Key Points

The following are key points only and should be read in conjunction with Parts 4 and 5.

8.5.1 Hours of Work - as per continuous shift workers roster arrangements negotiated and agreed at the local level based on an average 42 hour week

(VTSOs are employed on a 38 hour week plus 4 hours overtime).

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

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

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

The taking of accumulated annual leave shall be on a basis mutually agreed to between the employer and the employee and shall be contained in the relevant port VTSO roster.

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

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

8.5.4.1 Sick Leave Debits - Consistent with Directives all VTSOs will be deducted 9.5 hours from sick leave balances for each 12 hour shift as per the following formula:

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

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

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

= 9.5 hours per shift

8.5.4.2 If agreed with the delegated manager before additional hours are worked, a VTSO may be compensated for additional hours worked through TOIL instead of through the payment of overtime.

8.5.4.3 All parties agree the above arrangements provide a balance between the current Directives and conditions of service for VTSOs throughout the State.

8.5.5 Team Meeting Arrangements – Mackay Region

VTSOs based within Mackay Region will be required to attend scheduled management meetings at approximate six (6) week intervals. This will amount to attendance of eight (8) meetings per year. In recognition of this commitment VTSOs will be entitled to be rostered off for three (3) shifts per annum.

Attendance at these meetings will not entitle VTSOs to be provided with transport or be refunded the cost of such travel.

8.5.6 Rosters

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

At each VTS location working rosters shall be developed and agreed between VTS operators and the Manager VTM to satisfy operational and leave requirements.

VTSOs that are required to provide induction and / or initial VTS familiarisation training to new VTSOs will provide this training outside the permanent roster.

MSQ recognises that VTSOs are acting professionally by participating in the current practice of shift handovers, and that this practice varies between centres.

Any proposed revision to the structure of the roster in a VTS centre will be undertaken in full consultation with the WH&S Coordinator.

In the event that agreement is not reached on any Roster matter the Settlement of Disputes section of this Agreement shall be followed.

8.5.6.2 During the life of the Agreement there will be no reduction in the current permanent VTSO staffing establishment.

8.5.6.3 Managers Vessel Traffic Management and Regional Harbour Masters may be included as part of roster arrangements for training/familiarization purposes only.

8.5.6.4 To assist in the promotion of a statewide approach to the delivery of VTS and to align with Maritime Safety Queensland's commitment to all employees to balance work and home life, each Region in the preparation of rosters shall ensure, subject to operational requirements, each permanent VTSO works no longer than the hours of work contained in this Agreement (e.g. an average 38 hours per week plus 4 hours paid overtime per week).

8.5.7 In support of MSQ's commitment to the strategic direction of VTS a uniform issue will be provided for each VTSO as detailed in the MSQ Policy – Management of Uniform and Personal Protective Clothing, Equipment and Substances (PPE) and associated documents.

8.6 Salary Arrangements

8.6.1 Aggregated Salary Arrangements

The following penalties and allowances have been aggregated into the salary:

- An average of 4 hours per week overtime
- weekend and public holiday penalty payments
- Overtime meal allowance
- Shift penalties for all afternoon and evening shifts
- Annual leave loading
- First Aid Allowance (Where applicable)

8.6.2 Vessel Traffic Service Operator Salaries

See Schedule - Table 3.

8.6.3 Effective from date of certification of this Agreement all new entrant VTSOs will be recruited via an open merit based selection process at the VTSO Level 1 salary. All new entrants will be eligible for support for career development and progression arrangements to VTSO Level 2, 3 and 4 as detailed in Clause 8.6.5.

8.6.4 Recruitment, Training and Payment of Casual and Temporary VTSOs - Upon certification of this Agreement the following arrangements will apply in relation to casual and temporary VTSOs throughout the State:

- Recruitment - To ensure the continued delivery of high standard VTS services to Maritime Safety Queensland clients, all casual and temporary VTSOs will be selected via an open merit based selection process. Each relevant Manager VTM will take steps to develop a pool of potential employees via the placement of an advertisement in the local press.
- Training - The accredited training and other training as detailed in Clause 8.6.5 will be made available to casual and temporary VTSO employees in certain circumstances. Each Regional Management Team may offer the prescribed training where a temporary or casual employee is to be employed on a regular and/or continual basis over a period of time.
- Payment - After completion of the relevant training each casual and temporary employee will be paid in accordance with the arrangements as detailed in Schedule - Table 3.

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

Progression to Level 2 after the following is attained:

- Successful completion of VTS Operator Course (Certificate III)

Progression to Level 3 after the following is attained:

- Possession of a VTS Advanced Operator Course (Certificate IV) qualification.
- Completion of 12 months continuous satisfactory employment as a VTSO within MSQ

Progression to Level 4 after the following is attained:

- Possession of a VTS Advanced Operator Training Course (Certificate IV) qualification.
- An assessment over a period of 6 months commencing from the date the VTS Operator successfully completes the VTS Advanced Course (Certificate IV), that the Critical Aspect of Evidence as detailed in the Evidence Guide sections of the six (6) training units comprising the VTS Advanced Operator Course (Certificate IV) have been performed to a satisfactory level since gaining the qualification.
- All parties recognize that each VTS centre may have site specific work requirements and therefore not all of the Critical Aspects of Evidence will apply.
- If during the period of six months MSQ does not require or does not make available the tasks contained in the Critical Aspect of Evidence as detailed in the six training units this fact will not preclude a VTSO from completing a successful assessment.
- A Manager Vessel Traffic Management with an individual VTS Operator will conduct the assessment. The results of the assessment will be signed off by both the Manager and the VTS Operator and will be forwarded to the Regional Harbour Master for consideration and endorsement.
- If a Manager Vessel Traffic Management is unavailable to conduct an assessment for whatever reason the assessment may be undertaken by a Regional Harbor Master, an Assistant Harbour Master or a Manager Vessel Traffic Management from another region.
- It is the intention of MSQ to support and encourage VTS Operators to complete a successful assessment and award the salary – VTS Level 4 – six months after the VTS Operator successfully completes the VTS Advanced Operator Course.
- In the event that any matter arises from the application of the above the Parties commit to apply the Prevention and Settlement of Disputes procedures contained in this agreement.

8.7 Support for Career Development

8.7.1 Regional Management Teams will provide the necessary support and make every effort to enable VTSOs to complete training programs and obtain certificates.

8.7.2 The VTS Consultative Group will accept responsibility for monitoring the implementation of VTSO training.

8.7.3 Dependant on operation and other training demands, Global Marine Distress Safety System (GMDSS) training will be made available to all VTSOs with VTSOs who provide Reef VTS services given priority for Global Marine Distress Safety System (GMDSS) training.

8.7.4 Under the current VTSO training arrangement a minimum of one basic and one advanced training course will be provided each year to be held in February / March or July / August with MSQ having the option of nominating a minimum of three (3) participants for each course.

8.8 Managers Vessel Traffic Management

8.8.1 Aggregate Salary – Managers Vessel Traffic Management

This Agreement provides that Managers Vessel Traffic Management will receive an aggregated salary comprised of the components detailed below. The aggregate salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases.

8.8.1.1 Aggregated Allowances and Loadings – The following allowances and loadings are incorporated in the aggregate salary.

8.8.1.2 On-Call Allowance – 15 weeks at applicable rates. This payment covers on call availability for all hours outside normal hours in a week.

8.8.1.3 First Aid Allowance – Where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Award – State 2003* existing at the date of certification of this Agreement included in the aggregate salary.

8.8.1.4 Annual Leave Loading – the 17.5% leave loading paid on 4 weeks annual leave each year to each Manager Vessel Traffic Management will be included in the aggregate salary.

8.8.1.5 Additional On-Call Allowances – On call duties required by MSQ to be worked by Managers Vessel Traffic Management in addition to the 15 weeks allocated for the aggregate salary can be claimed as additional payments in accordance with the provisions of Clause 5.1.4.

8.8.2 Managers Vessel Traffic Management Salaries

See Schedule - Table 4.

8.8.3 Accrued Time and Time Off in Lieu (TOIL) Arrangements – The management of accrued time and TOIL will be in accordance with the QT Hours of Work Policy and relevant Directive as amended from time to time.

8.8.3.1 Work Outside The Spread of Hours (6.00am – 6.00pm Monday - Friday) – Any work to be performed outside the spread of hours will require the prior approval of the relevant Regional Harbour Master.

8.8.4 Roles and Responsibilities of MVTM – The parties acknowledge these positions are new to the organisation and the roles and responsibilities will evolve over time.

In recognition of the above all parties agree during the life of this Agreement to continue to discuss and review the changes in responsibilities and their impact on conditions of employment.

8.8.5 Statewide Focus – In recognition of the importance of Vessel Traffic Management, the VTM and Information Services Unit will facilitate quarterly meetings of MVTM and Manager VTM and Technology to develop and review VTM policies and service delivery on a statewide basis.

The above meetings will support MSQ's aim to manage and deliver vessel traffic management from a cooperative and collaborative whole of state approach.

PART 9 MARITIME OPERATIONS OFFICERS (PILOTAGE AND HYDROGRAPHIC SERVICES BRANCH)

The following should be read in conjunction with Parts 4 and 5 of this agreement.

9.1 Title and Classification

9.1.1 The following classification levels will apply:

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

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

9.2 Terms and Conditions of Employment

9.2.1 Hours of Work - 38 hours per week.

9.2.2 Spread of Hours - 6.00am - 6.00pm Monday to Friday.

9.2.3 Overtime commencement Monday to Friday - work outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day.

- 9.2.4** Call-Out / Return to Duty - minimum payment of two (2) hours at the prescribed overtime rate.
- 9.2.5** Reporting Arrangements – Maritime Operations Officers and Senior Maritime Operations Officers will report to the Manager Hydrographic Services.
- 9.2.6** Each Maritime Operations Officer shall be required to be available to attend out of hours, to such matters for 15 weeks in each financial year (July 1 - June 30).

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

- 9.2.7** In its commitment for work / life balance the parties agree Maritime Operations Officers will be able to accumulate Accrued Time and TOIL as a result of working additional hours whilst crewing vessels. The Accrued Time and TOIL can be used to enable each employee to take up to two (2) weeks leave upon return to their Brisbane base.

9.3 Overtime

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

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

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

This Part will apply when an employee has worked in excess of two (2) hours on any one or more call – outs.

9.4 Salary Arrangements

9.4.1 Aggregate Salary – Maritime Operations Officers

Maritime Operations Officers will receive an aggregated salary comprised of the following components:

- Overtime,
- On Call Allowance,
- First Aid Allowance, and
- Annual Leave Loading.

The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and future salary increases.

- 9.4.1.1 Aggregated Overtime** – included in the aggregated salary is 250 hours overtime per annum.
- 9.4.1.2 Aggregated Allowances and Loadings** – The following allowances and loadings are incorporated in the aggregate salary.
- 9.4.1.2.1 On-Call Allowance** – 15 weeks at applicable rates. This payment covers on call availability for all hours outside normal hours in a week.
- 9.4.1.2.2 First Aid Allowance** – Where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Award – State 2003* existing at the date of certification of this Agreement included in the aggregated salary.
- 9.4.1.2.3 Annual Leave Loading** – the 17.5% leave loading paid on 4 weeks annual leave each year to each Maritime Operations Officer will be included in the aggregated salary.
- 9.4.1.3 Additional Overtime** – Working of additional hours must have prior approval of the Manager Hydrographic Services or their nominated delegate. Any approved additional hours of work in excess of the approved overtime designated in the aggregate salary can be claimed and remunerated in accordance with relevant part of the Agreement. This may result in additional hours being remunerated by either payment of overtime or by TOIL.
- 9.4.1.4 Additional On-Call Allowances** – On-call duties required by MSQ to be worked in addition to the 15 weeks allocated for the aggregated salary can be claimed as additional payments in accordance with the provisions of Clause 5.1.4.

9.4.1.5 Other Allowances – Maritime Operations Officers may claim all other allowances and entitlements in accordance with the provisions of Part 5 (Allowances). Such payments will not be included as part of the aggregate salary.

9.4.1.6 Maritime Operations Officer Salaries

See Schedule - Table 5

9.4.1.7 Management of Aggregated Overtime

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

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

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

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

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

9.5 Development Opportunities

Where appropriate the achievement of the necessary qualifications to progress between relevant levels or classification streams will be supported by the Manager, Hydrographic Services through the utilisation and where appropriate approval of Study and Research Assistance Scheme (SARAS) applications.

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

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

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

PART 10 HYDROGRAPHIC SURVEYORS AND MARINE ENVIRONMENT PROTECTION UNIT EMPLOYEES

10.1 Allowances

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

PART 11 Transition Arrangements

11.1 Transition Arrangement Detail

11.1.1 This Part provides detail in relation to the transition of relevant employees into the Marine Officer employment stream.

- 11.1.2** This Part covers those employees employed in the following roles immediately prior to the date of certification:
- Senior Maritime Operations Officers
 - Maritime Operations Officers Grade A
 - Maritime Operations Officers Grade B
 - Senior Maritime Operations Officer (Technical) Brisbane
 - Maritime Operations Officers (Technical) Brisbane
 - Supervisor and Coordinator Operations Brisbane
 - Supervisor Technical Brisbane
 - Advisor Infrastructure
 - Manager Regional Operations (Cairns)
 - Manager Operations
 - Manager Marine Operations
 - Managers Maritime Operations
 - Managers Remote Area Services Cairns Region
 - Managers Marine Safety
 - Area Managers in Mackay, Whitsunday and Sunshine Coast
 - Marine Safety Officers
 - Assistant Marine Safety Officers
 - Marine Inspectors
- 11.1.3** From date of certification all employees covered by Part 11 will have the title of Marine Officer.
- 11.1.4** From date of certification until 31 July 2011 all employees covered by this Part will be paid aggregated salaries in accordance with Schedule - Table 6 of this Agreement. All salary arrangements will take effect from 1 August 2009.
- 11.1.5** From date of certification all employees previously known as Marine Safety Officers, Assistant Marine Safety Officers and Marine Inspectors will be employed under an aggregated salary arrangement that includes recompense for weekend and additional hours worked, First Aid Allowance, On Call Allowance and Leave Loading.
- 11.1.6** For employees covered in Clause 11.1.5, the aggregated salary arrangement in relation to week end and additional hours worked, On Call, First Aid Allowance and Leave Loading will be in accordance with Clause 6.3 except for the circumstance as detailed in Clause 11.1.7.
- 11.1.7** Marine Officers that were previously known as Marine Safety Officers at the TO5(2), TO5(3) and TO5(4) level will be recompensed by Time Off in Lieu (TOIL) if they work additional hours in excess of the aggregated week end and additional hours work component within their aggregated salary. Marine Officers who were previously known as Marine Safety Officers at the TO5 (1) level will be recompensed by payment of overtime if they work additional hours in excess of the aggregated week end and additional hours work component within their aggregated salary.
- 11.1.8** Marine Officers that were previously known as Assistant Marine Safety Officers and Marine Inspectors will be recompensed by payment of overtime if they work additional hours in excess of the aggregated week end and additional hours work component within their aggregated salary.
- 11.1.9** From the date of certification all employees previously known as Manager Marine Safety will be employed under an aggregated salary arrangement that will include First Aid Allowance, On Call Allowance, and Leave Loading.
- 11.1.10** For employees covered in Clause 11.1.9, On Call, First Aid Allowance and Leave Loading will be in accordance with Clause 6.3 of this Agreement and apply from 1 August 2009.
- 11.1.11** From certification until 31 July 2011 the following employees already on aggregated salaries will continue to be paid and work in accordance with their existing aggregated salary arrangement as detailed at Appendix 1:
- Senior Maritime Operations Officers
 - Maritime Operations Officers Grade A
 - Maritime Operations Officers Grade B

- Senior Maritime Operations Officer (Technical) Brisbane
- Maritime Operations Officers (Technical) Brisbane
- Supervisor and Coordinator Operations Brisbane
- Supervisor Technical Brisbane
- Advisor Infrastructure
- Manager Regional Operations (Cairns)
- Manager Operations
- Manager Marine Operations
- Managers Maritime Operations
- Managers Remote Area Services Cairns Region
- Area Managers in Mackay, Whitsunday and Sunshine Coast

- 11.1.12** All Marine Officers covered by this Part will undergo their initial competency assessment process by 1 August 2011.
- 11.1.13** From 1 August 2011 all Marine Officers will translate to the Marine Officer pay rate that applies to the Grade and Level that corresponds to their assessed competencies.
- 11.1.14** Where a Marine Officer has their competencies assessed and translates to a Marine Officer Grade and Level that is remunerated at a higher rate than their salary at the time of translation the new higher salary will take effect from 1 August 2011.
- 11.1.15** Should the initial competency assessment of any employee covered by this Part not be completed by 1 August 2011 and where a Marine Officer's new salary results from such assessment that is higher than the officer's then current salary, the officer will be back paid to 1 August 2011.
- 11.1.16** Any employee who has their competencies assessed and translate to a Marine Officer Grade and Level that is remunerated at a lesser rate than their salary at the time of translation will be remunerated at the officer's then current actual salary by receiving an additional payment which is added to their new Marine Officer salary.
- 11.1.17** The additional payment will not be further increased but will continue to be paid to the employee until such time as the officer progresses to a Marine Officer Grade and Level that attracts a salary that is equal to or greater than the total of the officer's current Marine Officer salary and the additional payment.
- 11.1.18** Any employee whose salary at translation (1 August 2011) is higher than Marine Officer Grade 2 Level 4 but whose competency assessment translates to a lower grade and level, will be provided the opportunity to attain the competencies to progress to Marine Officer Grade 3 during the three year period following the nominal expiry date of this agreement (i.e. competencies must be attained by 1 August 2015).
- 11.1.19** Where an employee is not satisfied with the initial competency assessment process including the Marine Officer Grade and Level to which they are translated the arrangements as detailed in Clause 6.6 will apply.
- 11.1.20** In accordance with Clause 6.2.9 the performance of any pilot transfer duties will not be part of the overtime hours within the aggregated salary.
- 11.1.21** Provided that the minimum actual salary increases an officer will receive over the life of this Agreement are 4.5% from 1 August 2009, 4% from 1 August 2010 and 4% from 1 August 2011.

Schedule

Table 1 Marine Officers

Marine Officers				
Salaries including First Aid Allowance				
Position	Schedule	At 1 August 2009	At 1 August 2010	At 1 August 2011
Marine Officer Grade Three Level Four	AO6 (4)	\$89,910.08	\$93,479.96	\$97,192.64
Marine Officer Grade Three Level Three	AO6 (3)	\$88,035.03	\$91,529.91	\$95,164.59
Marine Officer Grade Three Level Two	AO6 (2)	\$86,148.36	\$89,567.78	\$93,123.97
Marine Officer Grade Three Level One	AO6 (1)	\$84,261.69	\$87,605.64	\$91,083.34
Marine Officer Grade Two Level Four	AO4 (4)	\$70,281.72	\$73,066.47	\$75,962.61
Marine Officer Grade Two Level Three	AO4 (3)	\$68,255.51	\$70,959.21	\$73,771.06
Marine Officer Grade Two Level Two	AO4 (2)	\$66,238.02	\$68,861.02	\$71,588.94
Marine Officer Grade Two Level One	AO4 (1)	\$64,226.35	\$66,768.88	\$69,413.12
Marine Officer Grade One Level Four	AO2 (8)	\$51,551.64	\$53,587.19	\$55,704.15
Marine Officer Grade One Level Three	AO2 (7)	\$50,228.94	\$52,211.57	\$54,273.52
Marine Officer Grade One Level Two	AO2 (6)	\$49,007.98	\$50,941.78	\$52,952.93
Marine Officer Grade One Level One	AO2 (5)	\$47,880.04	\$49,768.73	\$51,732.96
Salaries without First Aid Allowance				
Position	Schedule	At 1 August 2009	At 1 August 2010	At 1 August 2011
Marine Officer Grade Three Level Four	AO6 (4)	\$89,247.08	\$92,816.96	\$96,529.64
Marine Officer Grade Three Level Three	AO6 (3)	\$87,372.03	\$90,866.91	\$94,501.59
Marine Officer Grade Three Level Two	AO6 (2)	\$85,485.36	\$88,904.78	\$92,460.97
Marine Officer Grade Three Level One	AO6 (1)	\$83,598.69	\$86,942.64	\$90,420.34
Marine Officer Grade Two Level Four	AO4 (4)	\$69,618.72	\$72,403.47	\$75,299.61
Marine Officer Grade Two Level Three	AO4 (3)	\$67,592.51	\$70,296.21	\$73,108.06
Marine Officer Grade Two Level Two	AO4 (2)	\$65,575.02	\$68,198.02	\$70,925.94
Marine Officer Grade Two Level One	AO4 (1)	\$63,563.35	\$66,105.88	\$68,750.12
Marine Officer Grade One Level Four	AO2 (8)	\$50,888.64	\$52,924.19	\$55,041.15
Marine Officer Grade One Level Three	AO2 (7)	\$49,565.94	\$51,548.57	\$53,610.52
Marine Officer Grade One Level Two	AO2 (6)	\$48,344.98	\$50,278.78	\$52,289.93
Marine Officer Grade One Level One	AO2 (5)	\$47,217.04	\$49,105.73	\$51,069.96

Table 2 Area Managers

Area Managers				
Salaries including First Aid Allowance				
Position	Schedule	At 1 August 2009	At 1 August 2010	At 1 August 2011
Area Manager	AO7 (4)	\$95,600.55	\$99,398.06	\$103,347.46
Salaries without First Aid Allowance				
Position		At 1 August 2009	At 1 August 2010	At 1 August 2011
Area Manager	AO7 (4)	\$94,937.55	\$98,735.06	\$102,684.46

Table 3 Vessel Traffic Service Officers

Vessel Traffic Service Officers				
Position		At 1 August 2009	At 1 August 2010	At 1 August 2011
VTS Level 4	(OO5/4)	\$88,315.93	\$91,822.05	\$95,468.41
VTS Level 3	(OO5/3)	\$85,489.20	\$88,882.25	\$92,411.02
VTS Level 2	(OO5/2)	\$82,901.78	\$86,191.33	\$89,612.47
VTS Level 1 (Entry Level)	(OO5/1)	\$80,256.47	\$83,440.21	\$86,751.30
Salaries without First Aid Allowance				
Position		At 1 August 2009	At 1 August 2010	At 1 August 2011
VTS Level 4	(OO5/4)	\$87,652.93	\$91,159.05	\$94,805.41
VTS Level 3	(OO5/3)	\$84,826.20	\$88,219.25	\$91,748.02
VTS Level 2	(OO5/2)	\$82,238.78	\$85,528.33	\$88,949.47
VTS Level 1 (Entry Level)	(OO5/1)	\$79,593.47	\$82,777.21	\$86,088.30

Table 4 Managers Vessel Traffic Management

Managers Vessel Traffic Management				
Salaries including First Aid Allowance				
Position		At 1 August 2009	At 1 August 2010	At 1 August 2011
Manager (Vessel Traffic Management)		\$104,154.51	\$108,294.17	\$112,599.42
Salaries without First Aid Allowance				
Position		At 1 August 2009	At 1 August 2010	At 1 August 2011
Manager (Vessel Traffic Management)		\$103,491.51	\$107,631.17	\$111,936.42

Table 5 Maritime Operations Officers - (Pilotage and Hydrographic Services Branch)

Maritime Operations Officers - (Pilotage and Hydrographic Services Branch)			
Salaries including First Aid Allowance			
Position	At 1 August 2009	At 1 August 2010	At 1 August 2011
SMOO	\$74,870.00	\$77,838.28	\$80,925.29
MOOA	\$68,398.84	\$71,108.27	\$73,926.08
MOOB	\$60,967.72	\$63,379.91	\$65,888.59
Salaries without First Aid Allowance			
Position	At 1 August 2009	At 1 August 2010	At 1 August 2011
SMOO	\$74,207.00	\$77,175.28	\$80,262.29
MOOA	\$67,735.84	\$70,445.27	\$73,263.08
MOOB	\$60,304.72	\$62,716.91	\$65,225.59

Table 6 Transitional Salaries

Transitional Salaries			
Salaries including First Aid Allowance			
Position	At 1 August 2009	At 1 August 2010	At 1 August 2011
Area Manager Sunshine Coast AO7(4)	\$95,600.55	\$99,398.06	\$103,347.46
Manager Marine Operations AO7(4)	\$95,600.55	\$99,398.06	\$103,347.46
Area Managers Mackay and Whitsunday TO6(3)	\$89,389.54	\$92,938.60	\$96,629.63
Manager Operations TO6(3)	\$89,389.54	\$92,938.60	\$96,629.63
Manager Regional Operations (Cairns) TO6(3)	\$89,389.54	\$92,938.60	\$96,629.63
Managers Maritime Operations TO6(3)	\$89,389.54	\$92,938.60	\$96,629.63
Managers Remote Area Services Cairns Region TO6(3)	\$89,389.54	\$92,938.60	\$96,629.63
Supervisor and Coordinator Operations Brisbane AO5(4)	\$81,672.74	\$84,913.13	\$88,283.13
Supervisor Technical Brisbane AO5(4)	\$81,672.74	\$84,913.13	\$88,283.13
Advisor Infrastructure AO5(4)	\$81,672.74	\$84,913.13	\$88,283.13
Senior Maritime Operations Officer (Technical) Brisbane OO6(3)	\$71,739.51	\$74,582.57	\$77,539.35
Senior Maritime Operations Officer OO6(3)	\$71,739.51	\$74,582.57	\$77,539.35
Maritime Operations Officers (Technical) Brisbane OO5(4)	\$65,552.03	\$68,147.59	\$70,846.98
Maritime Operations Officers Grade A OO5(4)	\$65,552.03	\$68,147.59	\$70,846.98
Maritime Operations Officers (Technical) Brisbane OO4(4)	\$58,446.68	\$60,758.03	\$63,161.83
Maritime Operations Officers Grade B OO4(4)	\$58,446.68	\$60,758.03	\$63,161.83
Maritime Operations Officers Grade B OO3(4)	\$51,495.80	\$53,529.11	\$55,643.75
Maritime Operations Officers Grade B OO2(4)	\$47,883.71	\$49,772.54	\$51,736.92
Manager (Marine Safety) TO6(3)	\$89,389.54	\$92,938.60	\$96,629.63
Manager (Marine Safety) TO6(2)	\$87,322.89	\$90,789.29	\$94,394.34
Manager (Marine Safety) TO6(1)	\$85,253.47	\$88,637.09	\$92,156.06
Marine Safety Officer TO5(4)	\$86,811.17	\$90,257.10	\$93,840.86
Marine Safety Officer TO5(3)	\$84,540.77	\$87,895.88	\$91,385.19
Marine Safety Officer TO5(2)	\$82,267.46	\$85,531.64	\$88,926.38
Marine Safety Officer TO5(1)	\$80,002.87	\$83,176.47	\$86,477.01
Assistant Marine Safety Officer TO4(3)	\$76,933.04	\$79,983.84	\$83,156.67
Assistant Marine Safety Officer TO4(2)	\$74,712.05	\$77,674.02	\$80,754.46
Assistant Marine Safety Officer TO4(1)	\$72,485.26	\$75,358.15	\$78,345.96
Marine Inspector TO3(4)	\$69,165.42	\$71,905.51	\$74,755.21
Marine Inspector TO3(3)	\$67,522.94	\$70,197.33	\$72,978.71
Marine Inspector TO3(2)	\$65,883.36	\$68,492.18	\$71,205.35
Marine Inspector TO3(1)	\$64,226.35	\$66,768.88	\$69,413.12

Transitional Salaries continued			
Salaries without First Aid Allowance			
Position	At 1 August 2009	At 1 August 2010	At 1 August 2011
Area Manager Sunshine Coast AO7(4)	\$94,937.55	\$98,735.06	\$102,684.46
Manager Marine Operations AO7(4)	\$94,937.55	\$98,735.06	\$102,684.46
Area Managers Mackay and Whitsunday TO6(3)	\$88,726.54	\$92,275.60	\$95,966.63
Manager Operations TO6(3)	\$88,726.54	\$92,275.60	\$95,966.63
Manager Regional Operations (Cairns) TO6(3)	\$88,726.54	\$92,275.60	\$95,966.63
Managers Maritime Operations TO6(3)	\$88,726.54	\$92,275.60	\$95,966.63
Managers Remote Area Services Cairns Region TO6(3)	\$88,726.54	\$92,275.60	\$95,966.63
Supervisor and Coordinator Operations Brisbane AO5(4)	\$81,009.74	\$84,250.13	\$87,620.13
Supervisor Technical Brisbane AO5(4)	\$81,009.74	\$84,250.13	\$87,620.13
Advisor Infrastructure AO5(4)	\$81,009.74	\$84,250.13	\$87,620.13
Senior Maritime Operations Officer (Technical) Brisbane OO6(3)	\$71,076.51	\$73,919.57	\$76,876.35
Senior Maritime Operations Officer OO6(3)	\$71,076.51	\$73,919.57	\$76,876.35
Maritime Operations Officers (Technical) Brisbane OO5(4)	\$64,889.03	\$67,484.59	\$70,183.98
Maritime Operations Officers Grade A OO5(4)	\$64,889.03	\$67,484.59	\$70,183.98
Maritime Operations Officers (Technical) Brisbane OO4(4)	\$57,783.68	\$60,095.03	\$62,498.83
Maritime Operations Officers Grade B OO4(4)	\$57,783.68	\$60,095.03	\$62,498.83
Maritime Operations Officers Grade B OO3(4)	\$50,832.80	\$52,866.11	\$54,980.75
Maritime Operations Officers Grade B OO2(4)	\$47,220.71	\$49,109.54	\$51,073.92
Manager (Marine Safety) TO6(3)	\$88,726.54	\$92,275.60	\$95,966.63
Manager (Marine Safety) TO6(2)	\$86,659.89	\$90,126.29	\$93,731.34
Manager (Marine Safety) TO6(1)	\$84,590.47	\$87,974.09	\$91,493.06
Marine Safety Officer TO5(4)	\$86,148.17	\$89,594.10	\$93,177.86
Marine Safety Officer TO5(3)	\$83,877.77	\$87,232.88	\$90,722.19
Marine Safety Officer TO5(2)	\$81,604.46	\$84,868.64	\$88,263.38
Marine Safety Officer TO5(1)	\$79,339.87	\$82,513.47	\$85,814.01
Assistant Marine Safety Officer TO4(3)	\$76,270.04	\$79,320.84	\$82,493.67
Assistant Marine Safety Officer TO4(2)	\$74,049.05	\$77,011.02	\$80,091.46
Assistant Marine Safety Officer TO4(1)	\$71,822.26	\$74,695.15	\$77,682.96
Marine Inspector TO3(4)	\$68,502.42	\$71,242.51	\$74,092.21
Marine Inspector TO3(3)	\$66,859.94	\$69,534.33	\$72,315.71
Marine Inspector TO3(2)	\$65,220.36	\$67,829.18	\$70,542.35
Marine Inspector TO3(1)	\$63,563.35	\$66,105.88	\$68,750.12

Appendix 1 Aggregated Salary Arrangements – Transition Period

Aggregated Salary Arrangements for those employees who were previously:

- Senior Maritime Operations Officers
- Maritime Operations Officers Grade A
- Maritime Operations Officers Grade B
- Senior Maritime Operations Officer (Technical) Brisbane
- Maritime Operations Officers (Technical) Brisbane
- Supervisor and Coordinator Operations Brisbane
- Supervisor Technical Brisbane
- Advisor Infrastructure

Aggregated Overtime – 144 hours overtime per annum. This is calculated on an allocation of 8 hours actual overtime per month for 12 months (96 hours per year) at the rate of time and a half.

For Marine Officers (Marine Operations Base, Brisbane) the payment for two (2) RDOs at the prescribed rate is included in their aggregated salary.

Maritime Operations Officers who currently have 144 hours of overtime aggregated into their salary will be paid overtime for additional hours worked beyond the 144 hours. In the third year of the agreement all Marine Officers will be compensated for additional hours worked beyond 100 additional hours.

On-Call Allowance – 15 weeks (8 weeks for Marine Officers, Marine Operations Base, Brisbane) at applicable rates. This payment covers on call availability for all hours outside normal hours in a week.

First Aid Allowance – Where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Award – State 2003* existing at the date of certification of the Maritime Operations Certified Agreement 2009.

Annual Leave Loading – the 17.5% leave loading paid on 4 weeks annual leave each year.

Additional Overtime – Any approved overtime worked in addition to hours designated in the aggregate salary can be claimed and remunerated in accordance with relevant Award/Directive provisions.

Additional On-Call Allowances – On-Call duties in addition to the 15 weeks (8 weeks for Marine Officers, Marine Operations Base, Brisbane) can be claimed as additional payments in accordance with Clause 5.1.4.

Aggregated Salary Arrangements for those employees who were previously:

- Manager Regional Operations (Cairns)
- Manager Operations
- Manager Marine Operations
- Managers Maritime Operations
- Managers Remote Area Services Cairns Region
- Managers Marine Safety
- Area Managers in Mackay, Whitsunday and Sunshine Coast

On-Call Allowance – 15 weeks at applicable rates. This payment covers on call availability for all hours outside normal hours in a week.

First Aid Allowance – Where applicable, 52 weeks at the rate prescribed in the *Queensland Public Service Award – State 2003* existing at the date of certification of this Maritime Operations Certified Agreement 2009.

Annual Leave Loading – the 17.5% leave loading paid on 4 weeks annual leave each year.

Additional On-Call Allowances – On-Call duties in addition to the 15 weeks can be claimed as additional payments in accordance with Clause 5.1.4.

SIGNATORIES

Signed for and on behalf of the Department of Transport and Main Roads
 Maritime Safety Queensland David Stewart
 In the presence of..... Cindy. Male
 Date: 31 March 2010

Signed for and on behalf of the Australian Maritime Officers Union
 Queensland, Union of Employees Richard Barnes
 In the presence of..... Michael Fleming
 Date: 11 March 2010

Signed for and on behalf of the Queensland Public Sector
 Union of Employees Alex Scott
 In the presence of..... Brian Mann
 Date: 16 March 2010

Signed for and on behalf of the Electrical Trades Union
 of Employees of Queensland Peter Simpson
 In the presence of..... Scott Reighman
 Date: 17 March 2010

Signed for and on behalf of the Australian Workers' Union
 of Employees Queensland William Patrick Ludwig
 In the presence of..... Renee Broanda
 Date: 19 March 2010

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees Queensland Andrew Dettmer
 In the presence of..... Ann-Marie Allan
 Date: 18 March 2010