

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s 193 – certification of an agreement*

**State of Queensland (Department of Transport and Main Roads)**

AND

**Australian Maritime Officers Union Queensland Union of Employees**

**Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District**

**The Australian Workers' Union of Employees, Queensland**

**Together Queensland, Industrial Union of Employees**

*(Matter No. CB/2026/50)*

**MARITIME SAFETY QUEENSLAND MARITIME OPERATIONS  
CERTIFIED AGREEMENT 2026**

**Certificate of Approval**

On 18 May 2026, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **MARITIME SAFETY QUEENSLAND MARITIME  
OPERATIONS CERTIFIED AGREEMENT 2026**

**Parties to the Agreement:**

- State of Queensland (Department of Transport and Main Roads)
- Australian Maritime Officers Union Queensland Union of Employees
- Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District
- The Australian Workers' Union of Employees, Queensland
- Together Queensland, Industrial Union of Employees

**Operative Date:** 18 May 2026

**Nominal Expiry Date:** 31 December 2028

**Previous Agreement:** *Maritime Safety Queensland Maritime Operations Certified Agreement 2022*

**Termination Date of  
Previous Agreement:** 18 May 2026

By the Commission

M. L. KNIGHT  
Industrial Commissioner  
20 May 2026

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

**Industrial Relations Act 2016– s189 Application for certification of agreement**

**Made Between**

**Queensland Department of Transport and Main Roads**

**ABN 39 407 690 291**

**AND**

**Australian Maritime Officers Union Queensland, Union of Employees and Others**

**MARITIME SAFETY QUEENSLAND MARITIME OPERATIONS CERTIFIED AGREEMENT 2026**

THIS AGREEMENT, made under the *Industrial Relations Act 2016*, on the 18<sup>th</sup> day of May 2026 between the State of Queensland (Department of Transport and Main Roads) (herein after referred to as 'TMR'); the Australian Maritime Officers Union Queensland Union of Employees; The Australian Workers' Union of Employees, Queensland; the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District and Together Queensland, Industrial Union of Employees on behalf of the employees of TMR covered by this Agreement, witnesses that the parties mutually agree as follows:

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## **PART 1 APPLICATION AND OPERATION**

### **1.1 Title**

This Agreement will be known as the *Maritime Safety Queensland, Maritime Operations Certified Agreement 2026* (this Agreement).

### **1.2 Application of agreement**

- (1) This Agreement applies to:
  - (a) State of Queensland (Department of Transport and Main Roads) (TMR);
  - (b) employees of the State of Queensland, who are employed in Maritime Safety Queensland (MSQ), a business unit of TMR, and who are engaged in the following classifications, covered by the awards listed in clause 1.3 of this Agreement - *Relationship with Parent Awards* - and for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement:
    - (i) Marine Officers;
    - (ii) Area Managers;
    - (iii) Vessel Traffic Service Operators;
    - (iv) Managers Vessel Traffic Services;
    - (v) Maritime Operations Officers;
    - (vi) Hydrographic Surveyors; and
    - (vii) Maritime Enforcement Team
  - (c) the Australian Maritime Officers Union Queensland Union of Employees; the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; The Australian Workers' Union of Employees, Queensland; and Together Queensland, Industrial Union of Employees.
- (2) For the avoidance of doubt, the following persons are not covered by this Agreement:
  - (a) Chief Executives, Senior Executives and Senior Officers under the *Public Sector Act 2022* (PSA); appointments made on a fixed term declared under section 155 of the PSA; and an employee engaged under contractual arrangements (this does not refer to an employee engaged under sections 149 and 150 of the PSA engaged for a fixed term).
  - (b) An employee engaged under the *Transport and Main Roads Enterprise Bargaining Certified Agreement 2022*, and successor Agreement.
  - (c) An employee engaged under the *Transport and Main Roads Operational Employees' Certified Agreement 2022*, and successor Agreements.

### **1.3 Relationship with Parent Award**

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

Provisions of the Award shall apply for the duration of this Agreement, including any amendments resulting from General rulings and Statements of policy issued by the Queensland Industrial Relations Commission (QIRC).

### **1.4 Termination of Previous Agreement**

- (1) This Agreement replaces the *Maritime Safety Queensland Maritime Operations Certified Agreement 2022* (the 2022 Agreement) insofar as it has application to employees bound by this Agreement.
- (2) For the purposes of section 228(3)(a) of the *Industrial Relations Act 2016* (IR Act), this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration

determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

### **1.5 Date and Period of Operation**

- (1) This Agreement operates from the date of certification by the QIRC and has a nominal expiry date of 31 December 2028.
- (2) It is the intention of the parties to meet no later than six months before the nominal expiry date of this Agreement with the intention of negotiating and concluding a new Agreement.

### **1.6 Collective Industrial Relations**

- (1) The parties have benefited from maintaining a collective approach to industrial relations during the life of the 2022 Agreement and commit to continue doing so for the life of this Agreement.
- (2) The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of this Agreement.
- (3) The principle recognises the important role of industrial organisations of employees (that is, unions) and the traditionally high levels of union membership in the public sector. It supports constructive relations between TMR and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (4) TMR recognises that union membership and coverage issues are determined by the provisions of the IR Act and any determinations of the QIRC.
- (5) TMR is committed to collective agreements and will not support non-union agreements.

### **1.7 Union encouragement**

- (1) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that membership in unions remain at the discretion of individual employees.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant unions will be included in induction materials.
- (4) Union representative/s will be provided with the opportunity to discuss union membership with new employees.
- (5) When requested by the relevant unions, TMR will provide payroll deduction facilities for subscriptions to the relevant union which the employee is a member of.

### **1.8 Consultative Committees**

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

### **1.9 No Further Claims**

This Agreement is in full and final settlement of all matters within it, and all Union and employee claims relating to employee rights and entitlements, for the duration of this Agreement. 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.

### **1.10 Posting of Agreement**

A copy of this Agreement will be published on the TMR intranet and public facing page.

### **1.11 Employment Security**

- (1) TMR is committed to maximising permanent employment where possible. This commitment will be assisted where TMR and employees are more flexible in terms of work, mobility, work practices and

skills acquisition, to meet changing business needs. TMR may utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

- (2) Fixed term temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Casual employment should only be utilised where permanent and fixed term temporary employment options have been considered and are not viable or appropriate. Labour hire engagements should only be used in limited circumstances where direct employment is not viable or appropriate and is the least preferred option.

#### **1.12 Directives**

Directives made under the PSA and as amended from time to time, will be applied during the life of the Agreement. TMR commits to not reducing employee entitlements included in a directive as they apply at the time of certification.

#### **1.13 Whole of Government Policy**

The Whole of Government policies regarding employment security, contracting-out of services and union encouragement, as they apply at the date of certification, have application and continue to apply for the life of the Agreement.

#### **1.14 Job Evaluation Management System**

The Job Evaluation Management System (JEMS) provides a framework for effective evaluation of new and existing positions within the Queensland Public Sector (QPS). JEMS is the approved approach to job classification within the QPS.

TMR reaffirms its commitment to the JEMS process and will maintain established processes and policies to provide employees and the organisation with the opportunity to appropriately review and assess roles.

#### **1.15 Organisational Change and Restructuring**

- (1) MSQ is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) MSQ will use workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.
- (3) MSQ shall consult with the parties to this Agreement of its intention to implement changes that may affect the employment security of its employees, prior to the commencement of any planned changes.
- (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.

#### **1.16 Equity Considerations**

- (1) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the IR Act. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991*.

#### **1.17 Equal remuneration**

- (1) The employer is committed to taking proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value.
- (2) The employer has implemented, will implement, or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement as follows:
  - (a) providing remuneration based on transparent classification levels related to skills required to perform the role, so that a female employee doing the same work as a male employee will receive equal remuneration

- (b) applying the provisions of the relevant industrial instrument and Directives regarding increment appointment and progression within a classification level, and ensuring any discretionary provisions are utilised a fair and equitable manner irrespective of gender;
- (c) creating a culture that promotes gender pay equity, including equal access to training and development, promotional opportunities, and flexible working arrangements;
- (d) a commitment to improving gender equity and consultation on matters concerning gender equity in the workplace
- (e) where applicable, the progression of equity, diversity, respect and inclusion in employment matters in accordance with Chapter 2 of the PSA, including actively progressing gender pay equity measures and conducting equity and diversity audits; and
- (f) nothing in this clause limits or prevents the use of any existing discretionary powers to achieve equal remuneration.

## **PART 2 CAREER DEVELOPMENT**

### **2.1 Training and Career Development**

- (1) The parties to this Agreement are committed to training and developing MSQ employees to enable employees to effectively perform their roles and other roles as required and to enhance overall employees' career development wherever possible. This can be achieved in part by the completion of meaningful Performance and Development Agreements (PDA) and supportive management.
- (2) The parties also agree that there is a dual responsibility between MSQ and employees regarding training and development. With this in mind, employees who have been assigned training are expected to complete the training within the allocated timeframes. Exceptions to completing assigned training within the allocated timeframes will be discussed between the employee and their manager and an appropriate solution will be identified.
- (3) Any employee covered by this Agreement who is required to have a mandatory Marine and/or Work Health and Safety (WH&S) qualification to perform their duties as detailed in the relevant position description, will have all costs associated with the acquisition and/or maintenance of this qualification (for example, application, examination and so on) funded by MSQ.
- (4) MSQ commits to funding any revalidation and/or renewals of certificates/licences that employees hold at the certification date of this Agreement that are required for employees in their current role, including travel and/or accommodation costs
- (5) If an employee seeks to obtain a higher standard of certificate/licence, MSQ will fund the costs of the certificate/licence held at certification of this Agreement. Any additional costs associated with obtaining the higher-level certificate or licence will be the employee's responsibility.
- (6) Fundings associated with clauses (3), (4) and (5) will be either paid upfront by MSQ or reimbursed to the employee, as determined appropriate in the circumstances.
- (7) As part of developing the skills of staff, managers will commit to providing, mentoring, job shadowing and/or short-term relief opportunities.

### **2.2 Entry Pathways Programs**

- (1) TMR recognises the value of 'growing its own' capability through the employment of graduates, cadets, apprentices, trainees and external scholarship holders.
- (2) Subject to business needs, TMR will continue to expand this employment program with a targeted focus on those skills and key occupational groups necessary to build capability for delivery of TMR's program.

### **2.3 Recognition of accredited qualifications**

- (1) The parties are committed to the principle that financial recompense will be provided for MSQ employees in the specified classifications who have obtained an accredited qualification at the Australian Qualifications Framework (AQF) level specified or higher achieved through training and assessment of competencies (including recognition of current competencies).

- (2) From 1 January 2026, the following remuneration per fortnight, which is increased in line with the annual increases in accordance with clause 5.1 of this Agreement (including the CUA where applicable) (and rounded to nearest 10 cents), shall be paid to employees that meet the requirements in clause 2.3(1):

		<b>As from 1 January 2026</b>	<b>As from 1 January 2027</b>	<b>As from 1 January 2028</b>
Certificate III (AQF III)	OO2	\$20.60	\$21.10	\$21.60
Certificate IV (AQF IV)	OO3	\$42.80	\$43.90	\$45.00
Certificate IV (AQF IV)	AO2	\$42.80	\$43.90	\$45.00
Diploma (AQF V)	AO3	\$44.10	\$45.20	\$46.30
Diploma (AQF V)	OO4/OO5	\$44.10	\$45.20	\$46.30
Advanced Diploma (AQF VI)	AO4	\$45.90	\$47.00	\$48.20
Advanced Diploma (AQF VI)	OO6	\$45.90	\$47.00	\$48.20

*\*the above rates in the table are paid fortnightly*

- (3) The remuneration in clause 2.3(2) will be payable from the date the employee attains the relevant qualification, or from date of certification of this Agreement if the qualification was attained prior to that date.

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

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

- (1) MSQ is committed to meeting its obligations under the *Work Health and Safety Act 2011* and other relevant State and Federal legislation. Employees must conduct themselves in accordance with the Transport and Main Roads and MSQ Safety Management System at all times.
- (2) Appropriate personal protective equipment for the determined task must be worn when undertaking maritime operations. Approved uniform items may be worn at other times following a risk assessment undertaken at the relevant location and by the relevant workgroup.

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

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

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

#### **4.1 Casual Employees**

- (1) In lieu of clause 8.3(c), and (e) of the Award – Casual Employment, a casual employee who works in an aggregated salary position will be paid casual loading in accordance with the following formula:

casual hourly rate of pay = fortnightly aggregated salary x Award casual loading / Ordinary hours of duty per fortnight

Award casual loading = 25% (as per clause 8.3 of the Award).

Ordinary hours of duty per fortnight = 72.5 hours (as per clause 15.1 of the Award)

- (2) For VTSOs, refer to clause 8.2(8) in this Agreement.

#### **4.2 Minimum break**

- (1) Employees who work for up to 14 hours in any one 24-hour period of time shall take a minimum 10 hour break prior to the recommencement of duty.
- (2) An employee who works additional hours between the termination of work on any one day and the commencement of work on the next day such that 10 consecutive hours off duty has not occurred, shall be released after completion of such additional hours of work until 10 consecutive hours off duty occur, without loss of pay for ordinary working time occurring during absence.

#### **4.3 Recalled to Duty and Transport Cost on Recall**

- (1) This clause is to be read in conjunction with the following provisions in the Award:

- (a) 18.5 - *Recall to duty – other than from on call.*
  - (b) 18.6 – *Transport costs on recall.*
  - (c) 18.8 – *Recall to duty – from on call.*
- (2) Recalled to Duty – from on call
- (a) Each MSQ Region is to identify appropriately experienced and skilled employees who will be rostered and available outside ordinary hours to arrange or provide emergency response capability.
  - (b) Each employee providing out-of-hours emergency response capability will only be recalled to duty for matters consistent with the Region’s developed emergency response criteria.
  - (c) For the purpose of this Agreement, 'on call' shall be defined as an employee who is instructed to be available on call outside ordinary or rostered working hours and required to remain contactable by MSQ during the hours they have been instructed to be on call. An employee required to be on call, will be provided with a mobile phone by MSQ.
  - (d) An employee shall respond to a 'call out' by arriving at the Maritime Operations base or another agreed location within an agreed timeframe and in a fit state, as prescribed by law, to operate vehicles, vessels and other equipment.
  - (e) Time worked is to be calculated from the employee's home and return with a minimum payment as for two hours’ work.
- (3) Recalled to Duty – other than from on call
- (a) An employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for two hours, for each call out at the prescribed overtime rate. Provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
  - (b) Time worked is to be calculated from the time of commencement until the cessation of duty at the employee's normal place of work or other designated place.
  - (c) Each employee recalled to duty is required to provide details to their manager of the reasons and start and finish times for any call outs, the provision of advice, or performance of duties without the need to leave the employee’s place of residence, the time taken to perform the required work and the outcome of the required work.
- (4) Transport Cost on Recall
- Where an employee is recalled to perform work during an off duty period, including when an employee is on call, such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport (e.g. reimbursement of taxi fares, or payment of motor vehicle allowances as per the Directive relating to motor vehicle allowance).

#### **4.4 On Call Allowance**

- (1) MSQ requires appropriately experienced employees available outside ordinary hours to attend, or to arrange employees to attend, to matters such as, but not limited to:
  - (a) emergency response;
  - (b) oil/pollution response;
  - (c) failure of prioritised navigation aids;
  - (d) sea/search and rescue; and
  - (e) channel obstructions.
- (2) In each MSQ Region at least one suitably experienced employee shall be available and contactable by the Regional Management Team out of hours to respond to such matters.
- (3) Each MSQ Region will identify those employees that will be rostered and available to attend to such matters.

- (4) An employee instructed by MSQ to be available on call outside their ordinary working hours of duty shall be paid in addition to the ordinary rate of pay an allowance in accordance with the following scale:

<b>On Call Allowances</b>	<b>As from 1 January 2026</b>	<b>As from 1 January 2027</b>	<b>As from 1 January 2028</b>
Where an employee is on call through the whole of a scheduled day off or a rostered day off or a statutory holiday the allowance will amount to:-	\$61.90	\$63.40	\$65.00
Where an employee is on call during the night only of a-scheduled day off,-a rostered day off or a statutory holiday the allowance will amount to:-	\$39.00	\$40.00	\$41.00
Where the employee is on call on any other night the allowance will amount to:-	\$31.00	\$31.80	\$32.60

The increases provided for at sub clauses 5.1(1)(a) to 5.1(1)(c) will apply with the amount to be determined depending on whether and to what extent the CUA is triggered, TMR will publish any increased rates on its intranet and public facing internet page. This will show the annual increase in the radial allowance.

- (5) Employees 'on call' receive the allowance for remaining:
- contactable by the Regional Management Team or relevant Manager after hours via mobile phones;
  - within a designated proximity to the Maritime Operations base as agreed between each Regional Management Team and employees; and
  - capable of operating equipment such as cars, trucks and/or vessels if circumstances require.

#### **4.5 Emergent Overtime**

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

#### **4.6 Public Holidays**

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

#### **4.7 Maritime Operations Leave**

- An employee (other than a casual) who, whilst performing their duties, is accommodated on board a vessel in a shore camp, or in any continuous combination of shore camp and vessel, shall accrue two day's Maritime Operations Leave at ordinary rates for each completed calendar week (seven days).
- An employee who is accommodated on board a vessel, in a shore camp, or in any continuous combination of shore camp and on board a vessel for more than one week, is entitled to Maritime Operations Leave. Such leave is to be calculated on a pro rata basis of 0.268 of a day's leave for each day in excess of one week.
- For the purpose of this provision, 'shore camp' shall mean being accommodated overnight on land at MSQ's expense where there is no commercial accommodation available.

- (4) Where, for any reason, full travelling allowance (meals, incidentals and accommodation) is paid for overnight accommodation, then Maritime Operations Leave will not accrue.
- (5) Return to full travelling allowance or return to headquarters (place of permanent residence) will constitute a break in the accrual of Maritime Operations Leave.

#### **4.8 Reasonable Workloads**

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

#### **4.9 Work/life Balance**

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

#### **4.10 Salary Packaging**

Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circular as issued from time to time by the entity responsible.

#### **4.11 Site Specific Arrangement (SSA)**

- (1) Purpose of SSAs
  - (a) SSAs are intended to provide TMR and employees with the opportunity to develop alternative working arrangements for specific time periods that are appropriate to the particular requirements of a section of TMR's workforce.
  - (b) TMR is committed to the principles of collective bargaining and supports the representation of employees. To ensure compliance with this provision, wherever possible, negotiations over employment conditions will be progressed through the MSQ Consultative Committee.
  - (c) SSAs will only be considered where the nature of the work to be undertaken or the specific requirements of the circumstance require alterations to the applicable employment conditions contained in the Award and/or this Agreement.
  - (d) Where one party proposes to the other parties to enter into a SSA, this proposal must be submitted to the other parties in writing. If either of the receiving parties do not agree to enter into such an arrangement, the matter is finalised, and the proposer does not have recourse to dispute the receiving party's rejection of the proposal.
  - (e) Award or Agreement conditions are not to be diminished by the operation of a SSA.
- (2) Requirements for SSA
  - (a) A SSA sets out the conditions that have been agreed between the parties as applying to a circumstance as outlined in clause 4.11.1 of this Agreement.
  - (b) Each SSA shall be considered to be a 'stand alone' outcome, due to each circumstance being different. As such, previously agreed arrangements are not to be used as a precedent for future arrangements or for any other purpose.
- (3) Procedures for developing a SSA
  - (a) It is critical that any SSA proposal is progressed expeditiously by the parties.

- (b) A proposal for the development of a SSA may be made by the General Manager, MSQ or the Deputy Director-General with responsibility for MSQ, or a relevant industrial organisation of employees party to this Agreement.
  - (c) The terms of a proposed SSA are subject to the approval of the General Manager, MSQ and the Deputy Director-General with responsibility for MSQ.
  - (d) In line with TMR's commitment to the principles of collective bargaining, negotiations on the proposed terms of an SSA is to occur between relevant TMR and industrial organisation of employee representatives via the MSQ Consultative Committee. All parties shall endeavour to conclude negotiations for the SSA as expediently as possible.
  - (e) Once negotiations on the proposed terms of the SSA have been finalised, affected employees, will be provided with a copy of the proposed SSA at least two full working days prior to being asked to vote on the proposed SSA.
  - (f) TMR representatives shall ensure that the content of the proposed SSA and the affects of the terms are explained to affected employees prior to the employees voting on the proposed SSA.
  - (g) A proposed SSA can only be implemented by agreement.
  - (h) Agreement is defined as obtaining consent of the General Manager, MSQ and the Deputy Director-General with responsibility for MSQ, the relevant unions and greater than 50% of affected employees.
  - (i) Any agreement reached must be documented.
  - (j) A copy of the agreed SSA will be provided to:
    - (i) all affected employees;
    - (ii) the General Manager, MSQ;
    - (iii) the Deputy Director-General with responsibility for MSQ; and
    - (iv) representatives of the unions.
  - (k) Copies of agreed SSA will be available to all employees that the SSA applies to.
- (4) Varying a SSA
- (a) Any employees required to perform work covered by the SSA, who were not initially required to do so at the time the SSA was approved by affected employees, will be subject to the terms of the agreed SSA.
  - (b) Where exceptional circumstances necessitate a variation to the agreed SSA, this may only be achieved by the agreement of the Deputy Director-General with responsibility for MSQ, the relevant unions and greater than 50% of affected employees at the time.
  - (c) Any agreed variation is only to be prospectively applied.
  - (d) A copy of the SSA with the agreed variations is to be provided to:
    - (i) all affected employees;
    - (ii) the General Manager, MSQ;
    - (iii) the Deputy Director-General with responsibility for MSQ; and
    - (iv) representatives of relevant unions.
- (5) Issues to be addressed in SSAs
- (a) Award or Agreement conditions are not to be diminished by the operation of the SSA.
  - (b) The SSA will specify the arrangement that has been negotiated and specify the conditions that are no less favourable to the affected TMR employees.
- (6) Documentation

- (a) The endorsed SSA document shall be regarded as the official record of the agreed alternative arrangements.
- (b) Copies of the endorsed SSA document shall be provided to the relevant parties.
- (c) All affected employees shall be provided with a copy of the endorsed SSA.
- (d) A copy of the SSA will be kept at a readily accessible place at the site.

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

- (1) The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) Any party to an issue may commence the procedure by informing each other party in writing—
  - (a) that there is an issue to be resolved;
  - (b) the employee/s or cohort of employees subject to the issue;
  - (c) the workplace/s subject to the issue;
  - (d) the nature and scope of the issue
- (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.
  - (b) If the matter is not resolved within seven days of the commencement of discussions under provision (a), it may be referred by the union representative and/or the employee(s) concerned to the appropriate MSQ representative who shall arrange a conference of the parties to discuss the matter.
  - (c) If the matter remains unresolved seven days after the referral under provision (b), it may be referred by the employee and/or their union to the General Manager, MSQ, and the Secretary of the union/s involved for discussion and appropriate action.
  - (d) If the matter is not resolved within 14 days after the referral under provision (c), then it may be referred by either party to the QIRC for conciliation, or if necessary, arbitration.
  - (e) Timeframes within this procedure may be extended by mutual agreement between the parties.
  - (f) Each party will provide relevant information and explanation regarding the issue to each of the other parties.
- (5) Nothing contained in this procedure shall prevent the relevant union/s or TMR from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 5 REMUNERATION OUTCOMES**

### **5.1 Salary Rates**

- (1) This Agreement provides for the following wage increases:
  - (a) For agreement year 1, an increase of 3% effective from 1 January 2026 and paid on the applicable rate.
  - (b) For agreement year 2, an increase of 2.5% effective from 1 January 2027 and paid on the preceding agreement rate.

- (c) For agreement year 3, an increase of 2.5% effective from 1 January 2028 and paid on the preceding agreement rate.
- (2) In addition, where the Brisbane CPI figure exceeds the relevant wage increase provided at clause (1) during the corresponding CUA period, a CPI Uplift Adjustment ('CUA') will be triggered as outlined below.
- (a) For CUA period 1:
    - (i) a CUA is triggered when the March 2026 Brisbane CPI figure exceeds the 3% wage increase at 5.1(1)(a);
    - (ii) the amount of the CUA triggered will be equivalent to the percentage difference between the March 2026 Brisbane CPI figure and the 3% wage increase, to a cap of 0.5%.
  - (b) For CUA period 2:
    - (i) a CUA is triggered where the March 2027 Brisbane CPI figure exceeds the 2.5% wage increase at 5.1(1)(b);
    - (ii) the amount of the CUA triggered will be equivalent to the percentage difference between the March 2027 Brisbane CPI figure and the 2.5% wage increase, to a cap of 1%.
  - (c) For CUA period 3:
    - (i) a CUA is triggered where the March 2028 Brisbane CPI figure exceeds the 2.5% wage increase at 5.1(1)(c);
    - (ii) the amount of the CUA triggered will be equivalent to the percentage difference between the March 2028 Brisbane CPI figure and the 2.5% wage increase, to a cap of 1%.

#### Eligibility

- (3) To be eligible for the above wage increases, it is a requirement that:
- (a) A person must be employed under this Agreement on or after certification to be entitled to any wage increase under 5.1(1) and 5.1(2) above; and
  - (b) If a CUA is triggered in any agreement year, a current employee will be eligible for the CUA:
    - (i) Where the CUA is triggered pursuant to 5.1(2)(a), provided the employee was employed under this Agreement during CUA period 1.
    - (ii) Where the CUA is triggered pursuant to 5.1(2)(b), provided the employee was employed under this Agreement during CUA period 2.
    - (iii) Where the CUA is triggered pursuant to 5.1(2)(c), provided the employee was employed under this Agreement during CUA period 3.
  - (c) Despite 5.1(3)(b), a person who is not a current employee will become eligible for the CUA only when they provide the relevant information as required by TMR Payroll Services to Employee\_Operations@tmr.qld.gov.au confirming that:
    - (i) Where the CUA is triggered pursuant to 5.1(2)(a), the person was employed under this Agreement during CUA period 1.
    - (ii) Where the CUA is triggered pursuant to 5.1(2)(b), the person was employed under this Agreement during CUA period 2.
    - (iii) Where the CUA is triggered pursuant to 5.1(2)(c), the person was employed under this Agreement during CUA period 3.

#### Payment of the CUA

- (4) The CUA entitlement crystallises, and therefore is payable where:
- (a) The CUA is triggered for a CUA period; and

- (i) The employee eligibility requirements at 5.1(3)(a)-(b) are met; or
  - (ii) The relevant information set out at 5.1(3)(c) is provided.
- (5) Where the CUA entitlement crystallises:
- (a) For CUA period 1 payment will apply as if it had formed part of the increase at clause 5.1(1)(a).
  - (b) For CUA period 2 payment will apply as if it had formed part of the increase at 5.1(1)(b).
  - (c) For CUA period 3 payment will apply as if it had formed part of the increase at 5.1(1)(c).
- (6) Payment will be made no later than the pay period that is 3 months after the CUA entitlement crystallises.
- (7) Where an employee receives the award rate of pay at any time during a CUA period, this is taken to be absorbed such that any award payment within that period is taken to form part of the CUA.

#### Salary Schedules and Other Financial Elements

- (8) The salary schedules at Appendix 1 to Appendix 7 reflect the wage increases provided for at 5.1(1).
- (9) The salary schedule rates will be increased where the CUA entitlement crystallises and will have a compounding effect for the purposes of subsequent increases pursuant to 5.1(1) and (if applicable) 5.1(5).
- (10) Any allowances and/or other financial elements that increase pursuant to 5.1(1), will also increase and compound in accordance with the CUA if the CUA entitlement crystallises.
- (11) Where the CUA entitlement crystallises in any agreement year, Transport and Main Roads will publish updated rates reflecting this on a public facing website.

#### Definitions

- Applicable rate
  - Means the higher of the final rate under the *Maritime Safety Queensland Certified Agreement 2022* or the relevant parent award rate at the nominal expiry date of the *Maritime Safety Queensland Certified Agreement 2022*.
  - For Hydrographic Surveyors, means the higher of the final rate under the *Transport and Main Roads Certified Agreement 2022* or the relevant parent award rate at the nominal expiry date of the *Transport and Main Roads Certified Agreement 2022*.
- Brisbane CPI figure
  - Means the relevant through the year March CPI outcome (All Groups Brisbane) as published by the Australian Bureau of Statistics.
- CUA is triggered
  - Means
    - When, for CUA period 1, the March 2026 Brisbane CPI figure published by the ABS exceeds the wage increase of 3%
    - When, for CUA period 2, the March 2027 Brisbane CPI figure published by the ABS exceeds the wage increase of 2.5%
    - When, for CUA period 3, the March 2028 Brisbane CPI figure published by the ABS exceeds the wage increase of 2.5%.
- CUA entitlement crystallises
  - Means that
    - the CUA is triggered for a particular CUA period in accordance with 5.1(2); and
      - the employee eligibility requirements outlined at 5.1(3)(a)-(b) are met; or
      - the information provided in the exceptions at 5.1(3)(c) is provided.
- CUA period

- Means:
  - For CUA period 1 – on or after certification of this Agreement and between 1 January 2026 and 31 December 2026; or
  - For CUA period 2 – on or after certification of this Agreement and between 1 January 2027 and 31 December 2027; or
  - For CUA period 3 – on or after certification of this Agreement and between 1 January 2028 and 31 December 2028.
- Current employee
  - Means a person employed under this Agreement on or after certification who continues to be employed under this Agreement at the date the CUA entitlement crystallises. In the case of a current casual employee, they must also have performed work under the agreement within the 12-week payroll period immediately prior to the date the CUA entitlement crystallises.
- Preceding agreement rate
  - Means:
    - For Agreement Year 2, the relevant agreement Fortnightly Salary for Agreement Year 1 reflecting the increase at 5.1(1)(a) and any increase at 5.1(5)(a) where the CUA entitlement crystallises.
    - For Agreement Year 3, the relevant agreement Fortnightly Salary for Agreement Year 2 reflecting the increase at 5.1(1)(b) and any increase at 5.1(5)(b) where the CUA entitlement crystallises.
    - Note: ‘fortnightly aggregated salary’ rates are displayed for clarity at Appendix 1 to Appendix 7 and are not captured by the definition of ‘preceding agreement rate’.

## 5.2 First Aid Allowance

- (1) All employees subject to this Agreement shall be eligible to be paid a first aid allowance at the relevant rate prescribed in the Award for carrying out first aid duties as required, provided that:
  - (a) the person is the holder of a current First Aid Certificate;
  - (b) the person has a current Hepatitis B vaccination; and
  - (c) the person has, after satisfying the above conditions, been appointed in writing by MSQ as a First Aid Officer.
- (2) Payment of this allowance shall be made to the employee concerned from the date of accreditation as a First Aid Officer.
- (3) MSQ will provide an employee under this Agreement, who wishes to be appointed as a First Aid Officer, with time off at MSQ's expense for obtaining and maintaining their certification and vaccination. The costs of triennial recertification, annual resuscitation recertification, and currency of Hepatitis B vaccination shall be met by MSQ.
- (4) Employees who allow their first aid certificate to lapse in currency shall notify their manager immediately and be deemed to have their appointment as First Aid Officer automatically rescinded from the time the certificate lapses in currency for any reason until recertification has been completed. Any overpayment in this circumstance shall be recovered.
- (5) All employees on aggregated salary arrangements shall have the first aid allowance existing at the date of certification of this Agreement included in their salary.

## 5.3 Health and wellbeing payment

- (1) MSQ has a long-standing commitment to improving workplace health and safety, and the continuing growth of a strong safety culture is an integral part of TMR's future organisational focus. To assist in further driving change to workforce behaviour in relation to workplace health and general wellbeing, MSQ will reimburse expenses incurred of up to (see below) per employee per annum to support the following health-related activities:
  - (a) Exercise physiology - exercise program development, personal training.

- (b) Influenza vaccination -immunisation against influenza.
  - (c) Physiotherapy- neck and back education, osteo or musculoskeletal treatment and prevention.
  - (d) Nutritionist/dietician - weight management, eating disorders, allergies/intolerances.
  - (e) Gymnasium/ health club/ sporting club fees - joining and membership fees.
  - (f) Dental hygiene - clean and scale, treatment options.
  - (g) Quit smoking program - use of patches, gum, hypnotherapy and the prescription of CHAMPIX.
  - (h) Skin cancer screening - from an approved health professional.
  - (i) Optometrist checks.
- (2) The increases provided for at sub clauses 5.1(1)(a) to 5.1(1)(c) will apply with the amount to be determined depending on whether and to what extent the CUA is triggered, TMR will publish the increased rates on its intranet and public facing internet page.

As from 1 January 2026	As from 1 January 2027	As from 1 January 2028
\$114.10	\$117.00	\$119.90

#### 5.4 Travelling Allowances

- (1) Employees (including casuals) required to work away from their usual headquarters will be provided with reasonable transport and accommodation or compensation for reasonable expenses incurred. Reasonable transport will include travel from a TMR or MSQ base or airport. Payment of accommodation, meals and incidental expenses necessarily incurred by an employee will be in accordance with the Directives relating to domestic travelling and relieving expenses or hours, overtime and excess travel.
- (2) Where practical, employees attending oil spill responses when the National Plan to Combat the Pollution of the Sea by Oil and other Noxious Hazardous Substances has been activated will be paid:
  - (a) actual expenditure for accommodation;
  - (b) incidental allowance in accordance with the Directives relating to domestic travelling and relieving expenses; and
  - (c) meal allowances in accordance with the Directives relating to domestic travelling and relieving expenses or hours, overtime and excess travel.
- (3) Where responses are required in isolated locations, all meals and accommodation will be provided by MSQ at no expense to the employee.

#### 5.5 Workplace Preparation and Travelling Time

- (1) All employees (including casuals) covered by this Agreement who are required to work away from their usual headquarters shall be transported by MSQ or funded by MSQ to travel from their usual headquarters to the job and return.
- (2) The time spent in travelling from their usual headquarters to the project site and workplace preparation for such work shall be paid for at ordinary rates.
- (3) Where employees are required to travel and perform workplace preparation away from their usual headquarters outside ordinary hours, they shall be paid for such travel and preparation at normal overtime rates (any employee at the AO6 paypoint 1 equivalent or above (including PO6) will be compensated with time-off-in-lieu of overtime (TOIL) in accordance with the Award and relevant Directive relating to hours, overtime and excess travel).
- (4) Travel time, undertaken outside of the ordinary spread of hours, to attend conferences, seminars, meetings or similar will be recompensed in accordance with the Directive relating to hours, overtime and excess travel. This travel time will not contribute to the additional 100 hours for Marine Officers.

#### 5.6 Accommodated Onboard a Vessel Overnight Allowance

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

- (a) The following applicable allowance for each night accommodated onboard the vessel:
  - (i) As from 1 January 2026 \$87.80
  - (ii) As from 1 January 2027 \$90.00.
  - (iii) As from 1 January 2028 \$92.30.

The increases provided for at sub clauses 5.1(1)(a) to 5.1(1)(c) will apply with the amount to be determined depending on whether and to what extent the CUA is triggered, TMR will publish the increased rates on its intranet and public facing internet page. This will show the annual increase in the compensation package for an eligible public service officer and for an eligible general employee.

- (b) An incidental allowance in accordance with the relevant Directive relating to domestic travelling and relieving expenses or hours, overtime and excess travel; and
  - (c) A meal allowance in accordance with the relevant Directive relating to domestic travelling and relieving expenses or hours, overtime and excess travel, except in exceptional circumstances (for example, Oil spill response in isolated locations) where all meals will be provided by MSQ at no expense to the employee.
- (2) The rates specified in clause 5.6 of this Agreement shall apply when employees are accommodated overnight in a shore camp (refer to clause 4.7 of this Agreement for the definition of a shore camp).

## **PART 6 MARINE OFFICERS**

### **6.1 Hours of Work**

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

### **6.2 Salary Arrangement**

- (1) Marine Officers will receive an aggregated salary. The aggregated salary is comprised of
  - (a) Fortnightly Salary;
  - (b) Fortnightly Entitlements
- (2) The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (3) Fortnightly Salary is calculated and paid in accordance with the applicable rates set out in Appendix 1. The wage increases provided for in clause 5.1 are applied to the Fortnightly Salary.
- (4) Fortnightly Entitlements is calculated and paid in accordance with the applicable rates set out in Appendix 1. General salary increases will not apply to the total value of the Fortnightly Entitlements. Instead, the Fortnightly Entitlements will be recalculated based on the applicable rates, using the formula outlined in Appendix 1.
- (5) Fortnightly Entitlements comprises of:
  - (a) 15 weeks on call in each financial year (1 July – 30 June) (or on pro-rata basis of equivalent per annum) with the requirement that each Marine Officer is available to be recalled to duty from on-call.
    - (i) A Marine Officer will not be required to be on call beyond 15 weeks in each financial year, unless their Area Manager and/or the Director, Waterway Operations deems there is an emergent situation (e.g. grounding of a vessel or major oil spill) or a critical business need that requires the Marine Officer to be on call outside their ordinary working hours.
    - (ii) The on-call arrangements for each Marine Officer shall be discussed between the individual Marine Officer and their Area Manager within their Region. Any additional on call in excess of the agreed 15 weeks will be paid in accordance with clause 4.4 of this Agreement (On Call Allowance).
  - (b) 100 additional hours of duty;

- (i) Included in the Fortnightly Entitlements is 100 additional hours (or on a pro-rata basis) per annum (1 July – 30 June). This is based on four weekends work.
- (ii) Area Managers will manage the use of 100 additional hours and will establish flexible local arrangements with Marine Officers to ensure the required additional hours are worked to best meet projected operational requirements.
  - MSQ will provide sufficient work opportunities for each employee to fulfill the 100 additional hours (or pro-rata).
  - Each Marine Officer is required to be available to work and will not unreasonably refuse working the additional hours to fulfill the 100 additional hours requirement. Employees have accepted the obligation to complete the additional hours of duty as a condition of their employment. The Fortnightly Entitlements is paid in recognition of this obligation. TMR will monitor and remind employees to ensure these hours are completed.
  - Where an employee does not complete the additional hours of duty within a financial year due to unreasonably refusing to work the additional hours despite being offered sufficient opportunities, an overpayment is deemed to have occurred. Circumstances that may be considered reasonable for not completing the additional hours may include periods of leave relating to illness or injury, leave covered under the Parental Leave Directive or Special Leave Directive, or other circumstances determined acceptable by the delegate. Each circumstance will be assessed individually on a case-by-case basis, and employees will be given the opportunity to respond before any decision regarding overpayment is made. Without limitation, options to recover the overpayment will be made to the employee which may include a lump sum repayment; an agreed deductions from wages plan; or a pause of the payment of the Fortnightly Entitlements until the value of the unworked hours has been offset. Where an employee does not complete the additional hours because TMR has not provided sufficient work opportunities, this will not be considered the employee's fault and no overpayment will apply.
- (iii) Additional hours worked are outside the spread of hours or in excess of 9.5 hours Monday to Friday or as weekend work.
- (iv) Additional hours worked as a result of any hydrographic survey work or when the Directive relating to critical incident entitlements will be separate from 100 additional hours. These additional hours will be paid in accordance with the award or the Directive relating to critical incident entitlements and conditions, as applicable.
- (v) Area Managers will manage and approve the use of hours beyond the 100 additional hours. Any prior approved hours worked in addition to 100 additional hours of duty will be compensated for:
  - Marine Officer Grade 1 and Marine Officer Grade 2 employees - can be claimed and remunerated as overtime payment or TOIL in accordance with the Award
  - Marine Officer Grade 3 employees - will be compensated by TOIL in accordance with the Award.
- (c) Annual Leave Loading
 

Included in the Fortnightly Entitlements is 17.5% leave loading paid on 4 weeks annual leave each year to each Marine Officer.
- (6) The following do not form part of the aggregated salary.
  - (a) First Aid Allowance (where applicable)
 

Employees appointed as First Aid Officers will be paid the First Aid Allowance at the rate prescribed in the Award.

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

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

## **PART 7 AREA MANAGERS**

### **7.1 Hours of Work**

- (1) The ordinary hours of work for Area Managers shall be 36.25 hours per week, to be worked between 6.00am and 6.00pm, Monday to Friday inclusive.
- (2) Additional hours of work performed outside the spread of hours or in excess of 9.5 hours exclusive of meal breaks on any one day can only be worked with prior approval from the Director, Waterway Operations. Any approved additional hours worked will be compensated by TOIL except where clause 4.5 of this Agreement - *Emergent Overtime* - applies.

### **7.2 Salary Arrangement**

- (1) Area Managers will receive an aggregated salary. The aggregated salary is comprised of:
  - (a) Fortnightly Salary;
  - (b) Fortnightly Entitlements
- (2) The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (3) Fortnightly Salary is calculated and paid in accordance with the applicable rates set out in Appendix 2. The wage increases provided for in clause 5.1 are applied to the Fortnightly Salary.
- (4) Fortnightly Entitlements is calculated and paid in accordance with the applicable rates set out in Appendix 2. General salary increases will not apply to the total value of the Fortnightly Entitlements. Instead, the Fortnightly Entitlements will be recalculated based on the applicable rates, using the formula outlined in Appendix 2.
- (5) Fortnightly entitlements comprises of:
  - (a) 15 weeks on call in each financial year (1 July – 30 June) (or on pro-rata basis of equivalent per annum) with the requirement that each Area Managers is available to be recalled to duty from on-call.
    - (i) An Area Manager will not be required to be on call beyond 15 weeks in each financial year unless the Director, Waterway Operations determines there is a critical business need. Where this occurs, and the Area Manager is instructed to be on call beyond the 15 weeks, they will be paid an additional on call payment in accordance with clause 4.4 of this Agreement (On Call Allowance).
    - (ii) The on call arrangements for each Area Manager shall be discussed between the individual Area Manager and the Director, Waterway Operations. Any additional on call in excess of the agreed 15 weeks will be paid in accordance with clause 4.4 of this Agreement (On Call Allowance).
  - (b) Annual Leave Loading  
Included in the Fortnightly Entitlements is 17.5% leave loading paid on 4 weeks annual leave each year to each Area Manager.
- (6) The following do not form part of the aggregated salary.
  - (a) First Aid Allowance (where applicable)  
Employees appointed as First Aid Officers will be paid the First Aid Allowance at the rate prescribed in the Award.

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

### **8.1 Hours of Work**

- (1) For the purposes of this Agreement Vessel Traffic Service Operators (VTSOs) shall be designated as continuous shift workers.
- (2) The hours of work for VTSOs are as per the continuous shift worker roster arrangements implemented at the local level. This arrangement is to comprise of 36.25 ordinary hours per week (or equivalent over a specified period)
- (3) The current continuous shift roster is based on two 12-hour shifts per day per centre.

- (i) for an individual, this results in an average of seven 12 hour shifts over a fortnight, based on an average 84 hour fortnight comprising of:
  - 72.5 ordinary hours (36.25 hours per week); and
  - 11.5 hours overtime (5.75 hours per week)
- (ii) Each 12-hour shift is defined to comprise 10.35 ordinary hours and 1.65 overtime hours.

## 8.2 Salary Arrangement

- (1) VTSOs will receive an aggregated salary. The aggregated salary is comprised of:
  - (a) Fortnightly Salary;
  - (b) Shift loading Fortnightly Entitlements;
  - (c) Overtime Fortnightly Entitlements.
- (2) The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
  - (a) The ordinary hours per shift will be used for public holiday and annual leave calculations.
  - (b) A 36.25 hour working week will be used as the basis for determining leave debits and credits, however the payment for such leave will be based on the ordinary hours per shift.
- (3) Fortnightly Salary is calculated and paid in accordance with the applicable rates set out in Appendix 3. The wage increases provided for in clause 5.1 are applied to the Fortnightly Salary.
- (4) Shift loading Fortnightly Entitlements and Overtime Fortnightly Entitlements is calculated and paid in accordance with the applicable rates set out in Appendix 3. General salary increases will not apply to the total value of the Fortnightly Entitlements. Instead, the Fortnightly Entitlements will be recalculated based on the applicable rates, using the formula outlined in Appendix 3.
- (5) Shift loading Fortnightly Entitlements comprise of:
  - (a) Ordinary hours worked on a Saturday paid at one-half of the ordinary hourly rate.
  - (b) Ordinary hours worked on a Sunday paid at ordinary hourly rate.
  - (c) Payment for 11 public holidays at ordinary hourly rates.
  - (d) Shift allowance loading for weekday night shifts.
- (6) Overtime Fortnightly Entitlements comprises of the overtime hours worked per shift paid at the rate of double time.
- (7) The following do not form part of the aggregated salary.
  - (a) Public holidays worked
    - (i) Where a VTSO is required to perform work on any public holiday (the 11 agreed public holidays or any additional declared public holiday), they will receive payment of an additional 150% at the aggregated hourly rate for the rostered hours worked.
    - (ii) If, on a public holiday, a VTSO works overtime, they will be entitled to payment for the additional overtime hours worked at the relevant rate prescribed in clause 23.1(b) and (c) of the Award with the aggregated hourly rate forming the basis for the calculation.
  - (b) First Aid Allowance (where applicable)
 

Employees appointed as First Aid Officers will be paid the First Aid Allowance at the rate prescribed in the Award.
  - (c) Where an additional public holiday is declared in a year (that is, above the 11 agreed public holidays), TMR will pay a full-time VTSO for 10.35 hours at ordinary hourly rates irrespective of whether or not the VTSO performs work on that additional declared public holiday. If a VTSO

works on an additional public holiday they will also be paid in accordance with clause 8.2(6)(a). The 11 agreed public holidays are as follows:

- (i) New Year's Day
  - (ii) Australia Day
  - (iii) Good Friday
  - (iv) The day after Good Friday
  - (v) Easter Sunday
  - (vi) Easter Monday
  - (vii) Anzac Day
  - (viii) Labour Day
  - (ix) Birthday of the Sovereign
  - (x) Christmas Day
  - (xi) Boxing Day.
- (8) A permanent VTSO required to work unscheduled overtime on a Public Holiday (that is, work performed more than their scheduled shift or work performed on a non-rostered day) shall be paid in accordance with clause 23.1 of the Award.
- (9) A casual VTSO will be paid in accordance with Appendix 3b.

### **8.3 VTSO Safe Transfer of Maritime Operations Adjustment Allowance**

- (1) Where a VTSO is required to participate in a safe transfer of duties for 10 minutes prior to the commencement of their rostered shift, the employee will be entitled to payment of a VTSO Safe Transfer of Maritime Operations Adjustment Allowance.
- (2) The allowance will be calculated at 10 minutes at double time, based on the employee's ordinary base rate of pay.
- (3) The allowance is payable only where a safe transfer of duties is performed prior to the rostered shift commencement time. For the avoidance of doubt, the allowance will not be paid where a safe transfer of duties is not performed, such as during periods of leave.

### **8.4 Annual Leave**

- (1) Each full-time VTSO shall be entitled to 186.3 hours annual leave each year. Where an employee is working a 12-hour continuous shift roster, this will enable a full-time VTSO access to 18 shifts at 10.35 hours per shift. Such annual leave entitlement will accrue at the rate of 15.525 hours of annual leave for each completed month of employment.
- (2) Consistent with the Directive relating to recreation leave, the number of ordinary working hours the employee takes as annual leave will be deducted from their annual leave balance. Where an employee is working a 12-hour continuous shift roster, and noting the overtime/TOIL component within the 84 hours of duty per fortnight performed on average by a VTSO, and subject to the individual VTSOs rostering arrangements, 10.35 hours for each 12-hour shift that a VTSO is absent from work on annual leave, will be deducted from the VTSO's annual leave balance.
- (3) Annual leave, excluding any public holiday/s occurring during a period of such leave, is to be paid for in advance at the employee's aggregated salary rate based upon the number of shifts within the period of leave. Payment for public holidays is excluded because payment for such days has already been included in the aggregated salary calculation. However, where a VTSO would have been rostered to work on a public holiday had they not been on annual leave, they shall be entitled to be paid an additional 10.35 hours at the rate as prescribed in clause 8.2(6)(a)(i) for each public holiday they would have worked had they not been on leave.

## **8.5 Sick Leave**

Notwithstanding how sick leave entitlements and usage might be recorded, all full-time VTSOs will be entitled to 10 days sick leave each year. The number of ordinary working hours the employee takes as sick leave will be deducted from their sick leave balance. Where an employee is working a 12-hour continuous shift roster, for each 12-hour shift taken as sick leave, 10.35 hours will be deducted from the VTSO's sick leave balance.

## **8.6 Long Service Leave**

Notwithstanding how long service entitlements prescribed in an applicable Directive or the IR Act might be recorded, the number of ordinary working hours the employee takes as long service leave will be deducted from their long service leave balance. Where an employee is working a 12-hour continuous shift roster, for each shift taken as long service leave, 10.35 hours will be deducted from the VTSO's Long Service Leave balance.

## **8.7 Rosters**

- (1) The structure and approach to rostering of VTS operations at each VTS centre will be guided by best practice, operational needs and efficiencies, fatigue management and other WH&S considerations.
- (2) At each VTS centre, rosters will be negotiated having regard to the operational and leave requirements of the VTS centre.
- (3) Any annual leave, long service leave or leave without pay for periods of 1 week or more must be applied for six weeks in advance.
- (4) Each VTS centre must ensure a sufficient pool of casual and temporary employees are available at any one time to ensure all shifts are resourced without the use of overtime. Overtime will only be approved in exceptional circumstances and will require prior approval by the Director, VTS.

## **8.8 VTSO Paypoint Increments**

- (1) Except as provided elsewhere in clause 8.8 of this Agreement, movement within the VTSO classification level will be in accordance with the criteria prescribed in clause 12.9 of the Award - Movement within classification levels - increments (including pro-rata arrangements for part-time and casual employees).
- (2) Consistent with the Award, paypoints/increments will be on the basis of achieving performance objectives. Prior to movement to the next paypoint/increment, all VTSOs will undertake their annual VTSO proficiency check. If there are areas of improvement identified as a result of the check, these will form part of the VTSO's PDA.
- (3) When arranging the timing of a proficiency check, both the VTSO and their MVTS are to be cognisant of the upcoming paypoint/increment date.
- (4) A VTSO must be given the opportunity to participate in the proficiency check process that will enable them to meet the requirements of this clause.
- (5) Where a VTSO has not been provided the opportunity to participate in a proficiency check / PDA process and there is no formal unsatisfactory performance process in place they will be considered to have achieved the required performance objectives and move to the next paypoint/increment.

## **8.9 VTSO Training**

- (1) The parties to this Agreement are committed to training and development to continue to improve the effectiveness of VTSOs to perform their roles in a changing environment.
- (2) MSQ is fully committed to offering attendance at both the VTS Operator Course and VTS Advanced Operator Course to VTSOs throughout the State. Timing of attendance will form part of the development and review of each VTSO's PDA. Discussions with each VTSO will involve operational requirements, course availability, experience and performance on the job.
- (3) VTSOs shall be paid for all training contact hours, plus the provider's recommended additional non-contact hours for the VTS CO103/1 Operator Training Course delivered by Australian Maritime College (or another TMR approved provider).
- (4) MSQ will continue to investigate strategies to maximise attendance for VTSOs on the respective courses.

## **8.10 Professional Development**

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

## **8.11 VTSO Team Meetings**

- (1) VTSO team meetings within each VTS centre will be arranged three times per calendar year, subject to operational needs and requirements. The timing, length of meetings and dates will be agreed between each MVTs and the VTSOs in the VTS centre, taking into consideration fatigue management practices.
- (2) MVTs and VTSOs are to ensure those VTSOs on affected shifts will ensure ten-hour breaks in accordance with the Award.
- (3) Those VTSOs who are immediately on shift prior to, or the night shift following the meeting, may, after discussion with the MVTs, not attend the scheduled meeting based on fatigue management practices.
- (4) VTSOs not on roster who are required to attend team meetings will be remunerated in accordance with clause 8.2(8) of this Agreement – VTSO unscheduled overtime.

## **PART 9 MANAGERS VESSEL TRAFFIC SERVICES**

### **9.1 Hours of Work**

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

### **9.2 Salary Arrangement**

- (1) MVTs will receive an aggregated salary. The aggregated salary is comprised of:
  - (a) Fortnightly Salary;
  - (b) Fortnightly Entitlements.
- (2) The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (3) Fortnightly Salary is calculated and paid in accordance with the applicable rates set out in Appendix 4. The wage increases provided for in clause 5.1 are applied to the Fortnightly Salary.
- (4) Fortnightly Entitlements is calculated and paid in accordance with the applicable rates set out in Appendix 4. General salary increases will not apply to the total value of the Fortnightly Entitlements. Instead, the Fortnightly Entitlements will be recalculated based on the applicable rates, using the formula outlined in Appendix 4.
- (5) Fortnightly Entitlements comprises of:

- (a) 15 weeks on call in each financial year (1 July – 30 June) (or on pro-rata basis of equivalent per annum) with the requirement that each MVTS is available to be recalled to duty from on-call.
  - (i) A MVTS will not be required to be on call beyond 15 weeks in each financial year unless the Director, VTS determines there is a business need in consultation with the Regional Harbour Master. Where this occurs, and the MVTS is instructed to be on call beyond the 15 weeks, they will be paid an additional on call payment in accordance with clause 4.4 of this Agreement (On Call Allowance).
  - (ii) The on-call arrangements for each MVTS shall be discussed between the individual MVTS and the Director, VTS. Any additional on call in excess of the agreed 15 weeks will be paid in accordance with clause 4.4 of this Agreement (On Call Allowance).
- (b) Annual Leave Loading
 

Included in the Fortnightly Entitlements is 17.5% leave loading paid on 4 weeks annual leave each year to each MVTS.
- (6) The following do not form part of the aggregated salary.
  - (a) First Aid Allowance (where applicable)
 

Employees appointed as First Aid Officers will be paid the First Aid Allowance at the rate prescribed in the Award.

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

### **10.1 Application**

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

### **10.2 Hours of Work**

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

### **10.3 Salary Arrangement**

- (1) MOOs and SMOOs will receive an aggregated salary. The aggregated salary is comprised of:
  - (a) Fortnightly Salary;
  - (b) Fortnightly entitlements.
- (2) The aggregated salary will be the salary for all purposes of the Agreement including all leave, superannuation and for the purposes of severance payments under the Directive relating to early retirement, redundancy and retrenchment.
- (3) Fortnightly Salary is calculated and paid in accordance with the applicable rates set out in Appendix 5. The wage increases provided for in clause 5.1 are applied to the Fortnightly Salary.
- (4) Fortnightly Entitlements is calculated and paid in accordance with the applicable rates set out in Appendix 5. General salary increases will not apply to the total value of the Fortnightly Entitlements. Instead, the Fortnightly Entitlements will be recalculated based on the applicable rates, using the formula outlined in Appendix 5.
- (5) Fortnightly Entitlements comprises of:
  - (a) 15 weeks on call in each financial year (1 July – 30 June) (or on pro-rata basis of equivalent per annum) with the requirement that each MOO and SMOO is available to be recalled to duty from on-call.

- (i) A MOO and SMOO will not be required to be on call beyond 15 weeks in each financial year, unless the Manager, Hydrographic Services determines there is a business need. Where this occurs, and the MOOs and SMOOs are instructed to be on call beyond the 15 weeks, they will be paid an additional on call payment in accordance with clause 4.4 of this Agreement (On Call Allowance).
  - (ii) The on-call arrangements for each MOO and SMOO shall be discussed between the individual and Manager, Hydrographic Services. Any additional on call in excess of the agreed 15 weeks will be paid in accordance with clause 4.4 of this Agreement (On Call Allowance).
- (b) 250 additional hours of duty (or on a pro-rata basis per annum);
- (i) Included in the Fortnightly Entitlements is 250 additional hour (or on a pro-rata-basis) per annum (1 July – 30 June).
  - (ii) Manager, Hydrographic Services, will manage the use of the 250 additional hours and will establish flexible local arrangements with MOOs and SMOOs to ensure the required additional hours are worked to best meet projected operational requirements.
    - MSQ will provide sufficient work opportunities for each employee to fulfill the 250 additional hours (or pro-rata).
    - Each MOOs and SMOOs are required to be available to work and will not unreasonably refuse working the additional hours to fulfill the 250 additional hours requirement. Employees have accepted the obligation to complete the additional hours of duty as a condition of their employment. The Fortnightly Entitlements is paid in recognition of this obligation. TMR will monitor and remind employees to ensure these hours are completed.
    - Where an employee does not complete the additional hours of duty within a financial year due to unreasonably refusing to work the additional hours despite being offered sufficient opportunities, an overpayment is deemed to have occurred. Circumstances that may be considered reasonable for not completing the additional hours may include periods of leave relating to illness or injury, leave covered under the Parental Leave Directive or Special Leave Directive, or other circumstances determined acceptable by the delegate. Each circumstance will be assessed individually on a case-by-case basis, and employees will be given the opportunity to respond before any decision regarding overpayment is made. Without limitation, options to recover the overpayment will be made to the employee which may include a lump sum repayment; an agreed deductions from wages plan; or a pause of the payment of the Fortnightly Entitlements until the value of the unworked hours has been offset. Where an employee does not complete the additional hours because TMR has not provided sufficient work opportunities, this will not be considered the employee's fault and no overpayment will apply.
  - (iii) Additional hours worked are outside the spread of hours or in excess of 9.5 hours Monday to Friday or as weekend work.
  - (iv) The working of additional overtime in excess of the 250 hours by any MOO and SMOO will only be permitted after formal approval is obtained from the Manager, Hydrographic Services, or their nominated delegate where all of the following conditions are met:
    - The Manager, Hydrographic Services, or their nominated delegate is satisfied that all MOOs and SMOOs are meeting their overtime commitments.
    - All other avenues of internal service delivery have been considered by the MOO/SMOO and Manager, Hydrographic Services, or their nominated delegate.
- (c) Annual Leave Loading
- Included in the Fortnightly Entitlements is 17.5% leave loading paid on 4 weeks annual leave each year to each MOO/SMOO.
- (6) The following do not form part of the aggregated salary.
- (a) First Aid Allowance (where applicable)
- Employees appointed as First Aid Officers will be paid the First Aid Allowance at the rate prescribed in the Award.

#### **10.4 Time Away From Work**

- (1) The parties agree MOO/SMOO will be able to accumulate accrued time and TOIL as a result of working additional hours whilst crewing vessels. Accrued time and TOIL can be used to enable each MOO/SMOO to take up to three weeks leave upon return to their Brisbane base.
- (2) A MOO/SMOO (other than a casual) who is required as part of undertaking their role to be accommodated away from their home port, shall accrue one day's TOIL for each day that duties are not required to be undertaken during such periods. If a MOO/SMOO is required to undertake duties for periods of less than an equivalent standard day, the MOO/SMOO will be compensated with TOIL for the remaining balance of that equivalent standard day. Those employees under this arrangement will receive no less than five (5) days accrued TOIL per annum.
- (3) To clarify, accrual of TOIL will only apply in weekend and public holiday situations where eligible employees are not required to undertake duties. For clarity, the arrangement will not apply during Monday - Friday periods (inclusive) with the exception of public holidays that may fall during a Monday- Friday period. An equivalent standard day is 7.25 hours. TOIL is to be taken at a time that is operational convenient.
- (4) The working of additional hours must have prior approval of the Manager Hydrographic Services or their nominated delegate. Any approved additional hours of work in excess of the approved overtime designated in the aggregated salary can be claimed and remunerated in accordance with relevant part of this Agreement. This may result in additional hours being remunerated by either payment of overtime or by TOIL.

#### **10.5 Reporting Arrangements**

Positions within Part 10 will report to the Manager, Hydrographic Services.

#### **10.6 Progression by Achievement - MOO Grade B to MOO Grade A**

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

### **PART 11 HYDROGRAPHIC SURVEYORS**

#### **11.1 Application**

- (1) Part 11 of this Agreement applies to Hydrographic Surveyors (PO1 – PO4)
- (2) The terms found in this Part includes each of the classifications listed above and only applies to Cadet Hydrographic Surveyors, Hydrographic Surveyors, Senior Hydrographic Surveyors, Principal Hydrographic Surveyors positions employed within the Hydrographic Services Unit.

#### **11.2 Hours of Work**

The ordinary hours of work for Hydrographic Surveyors shall be 36.25 hours per week, to be worked between 6:00am and 6:00pm, Monday to Friday inclusive.

### **11.3 Time Away From Work**

- (1) A Hydrographic Surveyor (other than a casual) who is required as part of undertaking their role to be accommodated away from their home port, shall accrue one day's TOIL for each day that duties are not required to be undertaken during such periods. If a Hydrographic Surveyor is required to undertake duties for periods of less than an equivalent standard day, the Hydrographic Surveyor will be compensated with TOIL for the remaining balance of that equivalent standard day. Those employees under this arrangement will receive no less than five (5) days accrued TOIL per annum.
- (2) To clarify, accrual of TOIL will only apply in weekend and public holiday situations where eligible employees are not required to undertake duties. For clarity, the arrangement will not apply during Monday - Friday periods (inclusive) with the exception of public holidays that may fall during a Monday- Friday period. An equivalent standard day is 7.25 hours. TOIL is to be taken at a time that is operational convenient.

### **11.4 Overtime Payment for Hydrographic Surveyors**

- (1) When conducting field survey work that requires overnight accommodation, Principal Hydrographic Surveyor, Senior Hydrographic Surveyor, Hydrographic Surveyor and Cadet Hydrographic Surveyor positions will be entitled to an overtime payment for hours worked beyond their ordinary 36.25 hours per week.
- (2) At all other times the applicable flexible working arrangements apply in accordance with the Award and this Agreement.

## **PART 12 MARITIME ENFORCEMENT TEAM**

### **12.1 Application**

- (1) Part 12 of this Agreement applies to the Maritime Enforcement Team (MET).
- (2) Existing employees (for example, Marine Officers) who apply for and are successful in being engaged in a position within the MET will be subject to the arrangements detailed within Part 12 of this Agreement.

### **12.2 Work schedule**

- (1) The MET are a specialist unit that provide a range of services including enforcement of maritime legislation and standards as well as educating vessel operators. This involves on-water work during peak periods including weekends and some of the identified public holidays.
- (2) Work performed on the weekend will be based on a program of work decided by the Executive Director, Waterways Management and the Manager, MET, in consultation with MET employees.
- (3) The work schedule provides for ordinary hours of work to be scheduled on any five consecutive days out of seven for all MET positions, Monday to Sunday inclusive. This will apply:
  - (a) for regulatory and educational activities, where undertaking work on a Saturday and/or Sunday can provide:
    - (i) improved access to waterway users due to increased weekend usage;
    - (ii) targeted activities on days where there is a higher number of marine incidents; and/or
    - (iii) targeted activities for Easter and other Long Weekend periods (e.g., Australia Day, Labour Day), School Holidays, End of School celebrations;
  - (b) in workshops, where employees are required to maintain or repair plant and equipment to support patrol requirements in circumstances as outlined in clause 12.2(3)(a).
- (4) Unless prescribed elsewhere in the Award and in this Agreement, MET employees, whose ordinary hours of duty may be worked on days other than Monday to Friday, shall be entitled to not less than two consecutive scheduled days off duty each week.
- (5) In lieu of two whole days off in each week, a MET employee may be allowed, in each fortnightly period, either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive days off.
- (6) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 12.2(4) of this Agreement.

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

### **12.3 Hours of work**

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

### **12.4 Monday to Friday**

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

### **12.5 Weekend work**

- (1) The MET Officers are required to work 30 weekends and the Manager, MET is required to work 12 weekends per annum.
- (2) The Manager, MET and MET Officers will aim to work the nominated number of weekends as prescribed in clause 12.3(2) of this Agreement, however, are able to treat the weekend work requirements as total hours to be worked.
- (3) Notwithstanding clauses 12.5(1) and 12.5(2), the Executive Director, Waterways Management may approve exemptions from the weekend work requirements in circumstances where special operational needs or individual circumstances warrant such consideration. In these circumstances, considerations will be given to pause the allowance.
- (4) The 30 weekends (or 435 hours) for MET Officers, and the 12 weekends (or 174 hours) for Manager, MET, can comprise of on-water activities worked on a Saturday and Sunday plus travel to and from the location where the MET vessel/s (usually jet skis) are located and where the work is to be performed,

provided that the hours worked on a Sunday shall not be greater than 217.5 hours for MET Officers and 87 hours for the Manager, MET. This can include hours outside the spread of hours (6:00am – 6:00pm).

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

## **12.6 Sick Leave**

- (1) The number of ordinary working hours the employee takes as sick leave will be deducted from their sick leave balance.
- (2) Where an employee is nominated to perform weekend work in accordance with clause 12.3(2) of this Agreement takes sick or carer's leave, 7.25 hours (the daily weekend hours as outlined in clause 12.5 of this Agreement) will be deducted from their sick leave balance. The equivalent 7.25 hours will also be deducted from the employee's annual weekend work requirement under clause 12.3(2) of this Agreement, and these hours will not be required to be made up on another weekend.
- (3) The MET allowance will continue to be paid on a fortnightly basis during such periods of approved sick or carer's leave.
- (4) Managers will monitor and follow up where patterns of sick leave on weekends are identified to ensure the integrity of this arrangement. Where an employee demonstrates a recurring pattern of absences on weekends without reasonable cause, the manager will take appropriate and lawful action to support the employee in meeting the inherent requirements of their role as a MET Officer.

## **12.7 Salary arrangements**

- (1) The Fortnightly Salary for the Manager, MET position shall be that of an Administrative Officer Level 7 (AO7), in accordance with the Award.
- (2) The Fortnightly Salary for a MET Officer position shall be that of an Administrative Officer Level 6 (AO6), in accordance with the Award.
- (3) The weekend overtime rates prescribed in clause 12.3(2) of this Agreement are paid as an annualised fortnightly allowance, separate to the Fortnightly Salary.
- (4) The Fortnightly Salary for the Manager, MET position and the MET Officer positions is contained in Appendix 7.
- (5) The amount to be included as a fortnightly allowance for 12 weekends for the Manager, MET position and 30 weekends for each MET Officer position is contained in Appendix 7.

## **12.8 Workplace Health and Safety**

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

# APPENDIX 1 - MARINE OFFICERS

## Marine Officers Aggregated Salary

The **fortnightly** Marine Officers aggregated salary is calculated using the following formula:

$$\text{fortnightly Marine Officers aggregated salary} = \text{Marine Officers Fortnightly Salary} + \text{fortnightly Marine Officers FE}$$

The **annual** Marine Officers aggregated salary is calculated using the following formula:

$$\text{annual Marine Officers aggregated salary} = \text{fortnightly Marine Officers aggregated salary} \times 26$$

Position	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
Marine Officer Grade Three Level Four AO6 (4)	\$141,606.40	\$5,446.40	\$145,147.60	\$5,582.60	\$148,777.20	\$5,722.20
Marine Officer Grade Three Level Three AO6 (3)	\$138,710.00	\$5,335.00	\$142,178.40	\$5,468.40	\$145,732.60	\$5,605.10
Marine Officer Grade Three Level Two AO6 (2)	\$135,753.80	\$5,221.30	\$139,146.80	\$5,351.80	\$142,628.20	\$5,485.70
Marine Officer Grade Three Level One AO6 (1)	\$132,857.40	\$5,109.90	\$136,180.20	\$5,237.70	\$139,583.60	\$5,368.60
Marine Officer Grade Two Level Four AO4 (4)	\$111,157.80	\$4,275.30	\$113,937.20	\$4,382.20	\$116,786.80	\$4,491.80
Marine Officer Grade Two Level Three AO4 (3)	\$108,040.40	\$4,155.40	\$110,739.20	\$4,259.20	\$113,508.20	\$4,365.70
Marine Officer Grade Two Level Two AO4 (2)	\$104,855.40	\$4,032.90	\$107,478.80	\$4,133.80	\$110,164.60	\$4,237.10
Marine Officer Grade Two Level One AO4 (1)	\$101,769.20	\$3,914.20	\$104,314.60	\$4,012.10	\$106,922.40	\$4,112.40
Marine Officer Grade One Level Four AO2 (8)	\$82,110.60	\$3,158.10	\$84,164.60	\$3,237.10	\$86,268.00	\$3,318.00
Marine Officer Grade One Level Three AO2 (7)	\$80,002.00	\$3,077.00	\$82,004.00	\$3,154.00	\$84,055.40	\$3,232.90
Marine Officer Grade One Level Two AO2 (6)	\$78,096.20	\$3,003.70	\$80,046.20	\$3,078.70	\$82,048.20	\$3,155.70

Marine Officer Grade One Level One AO2 (5)	\$76,377.60	\$2,937.60	\$78,288.60	\$3,011.10	\$80,246.40	\$3,086.40
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**Fortnightly Entitlements applicable to Marine Officers**

Marine Officers are entitled to a Marine Officers Fortnightly Entitlements (FE).

The **annual** Marine Officers FE is calculated using the following formula:

$$\text{annual Marine Officers FE} = 100 \text{ additional hours} + 15 \text{ weeks on call} + \text{annual leave loading}$$

The **fortnightly** Marine Officers FE is calculated using the following formula:

$$\text{fortnightly Marine Officers FE} = \text{annual Marine Officers FE} / 26 \text{ fortnights}$$

The **hourly** Marine Officers FE is calculated using the following formula:

$$\text{hourly Marine Officers FE} = \text{fortnightly Marine Officers FE} / \text{Ordinary hours of duty per fortnight}$$

- **100 additional hours**

The 100 additional hours are based on a Marine Officer working four weekends. The 100 additional hours are calculated using the following formula:

$$100 \text{ additional hours} = 100 \text{ hours} \times \text{Ordinary hourly rate}$$

- **15 weeks on call**

The 15 weeks on call are calculated using the following formula:

$$15 \text{ weeks on call} = ((\text{week day on call allowance} \times 5) + (\text{weekend on call allowance} \times 2)) \times 15$$

The week day on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where the employee is on call on any other night”.

The weekend on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where an employee is on call through the whole of a scheduled day off or a rostered day off or a statutory holiday”.

- **Annual leave loading**

The annual Leave loading is calculated using the following formula:

$$\text{annual Leave loading} = \text{Ordinary hourly rate} \times \text{Ordinary hours of work per week} \times 4 \text{ weeks} \times 0.175$$

- **Common terms**

For the purposes of Fortnightly Entitlements calculations, the following terms apply:

$$\text{Ordinary hourly rate} = \text{Fortnightly Salary} / \text{Ordinary hours of duty per fortnight}$$

$$\text{Ordinary hours of duty per fortnight} = 72.5 \text{ hours (as per clause 15.1 of the Award)}$$

$$\text{Ordinary hours of work per week} = \text{Ordinary hours of duty per fortnight} / 2$$

**Marine Officers Fortnightly Salary and FE**

Position	Fortnightly Salary	Fortnightly FE	Fortnightly Salary	Fortnightly FE	Fortnightly Salary	Fortnightly FE
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	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
Marine Officer Grade Three Level Four AO6 (4)	\$4,955.90	\$490.50	\$5,079.80	\$502.80	\$5,206.80	\$515.40
Marine Officer Grade Three Level Three AO6 (3)	\$4,851.50	\$483.50	\$4,972.80	\$495.60	\$5,097.10	\$508.00
Marine Officer Grade Three Level Two AO6 (2)	\$4,744.80	\$476.50	\$4,863.40	\$488.40	\$4,985.00	\$500.70
Marine Officer Grade Three Level One AO6 (1)	\$4,640.40	\$469.50	\$4,756.40	\$481.30	\$4,875.30	\$493.30
Marine Officer Grade Two Level Four AO4 (4)	\$3,857.90	\$417.40	\$3,954.30	\$427.90	\$4,053.20	\$438.60
Marine Officer Grade Two Level Three AO4 (3)	\$3,745.40	\$410.00	\$3,839.00	\$420.20	\$3,935.00	\$430.70
Marine Officer Grade Two Level Two AO4 (2)	\$3,630.60	\$402.30	\$3,721.40	\$412.40	\$3,814.40	\$422.70
Marine Officer Grade Two Level One AO4 (1)	\$3,519.30	\$394.90	\$3,607.30	\$404.80	\$3,697.50	\$414.90
Marine Officer Grade One Level Four AO2 (8)	\$2,810.30	\$347.80	\$2,880.60	\$356.50	\$2,952.60	\$365.40
Marine Officer Grade One Level Three AO2 (7)	\$2,734.30	\$342.70	\$2,802.70	\$351.30	\$2,872.80	\$360.10
Marine Officer Grade One Level Two AO2 (6)	\$2,665.50	\$338.20	\$2,732.10	\$346.60	\$2,800.40	\$355.30
Marine Officer Grade One Level One AO2 (5)	\$2,603.60	\$334.00	\$2,668.70	\$342.40	\$2,735.40	\$351.00

# APPENDIX 2 – AREA MANAGERS

## Area Managers Aggregated Salary

The **fortnightly** Area Managers aggregated salary is calculated using the following formula:

$$\text{fortnightly Area Managers aggregated salary} = \text{Area Managers Fortnightly Salary} + \text{fortnightly Area Managers FE}$$

The **annual** Area Managers aggregated salary is calculated using the following formula:

$$\text{annual Area Managers aggregated salary} = \text{fortnightly Area Managers aggregated salary} \times 26$$

Position	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
Area Manager AO8(4)	\$163,555.60	\$6,290.60	\$167,642.80	\$6,447.80	\$171,836.60	\$6,609.10

## Fortnightly Entitlements applicable to Area Manager

Area Managers are entitled to a Area Manager Fortnightly Entitlements (FE).

The **annual** Area Manager FE is calculated using the following formula:

$$\text{annual Area Manager FE} = 15 \text{ weeks on call} + \text{annual leave loading}$$

The **fortnightly** Area Manager FE is calculated using the following formula:

$$\text{fortnightly Area Manager FE} = \text{annual Area Manager FE} / 26 \text{ fortnights}$$

The **hourly** Area Manager FE is calculated using the following formula:

$$\text{hourly Area Manager FE} = \text{fortnightly Area Manager FE} / \text{Ordinary hours of duty per fortnight}$$

- **15 weeks on call**

The 15 weeks on call are calculated using the following formula:

$$15 \text{ weeks on call} = ((\text{week day on call allowance} \times 5) + (\text{weekend on call allowance} \times 2)) \times 15$$

The week day on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where the employee is on call on any other night”.

The weekend on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where an employee is on call through the whole of a scheduled day off or a rostered day off or a statutory holiday”.

- **Annual leave loading**

The annual Leave loading is calculated using the following formula:

$$\text{annual Leave loading} = \text{ordinary hourly rate} \times \text{ordinary hours of work per week} \times 4 \text{ weeks} \times 0.175$$

- **Common terms**

For the purposes of Fortnightly Entitlements calculations, the following terms apply:

Ordinary hourly rate = Fortnightly Salary / Ordinary hours of duty per fortnight

Ordinary hours of duty per fortnight = 72.5 hours (as per clause 15.1 of the Award)

Ordinary hours of work per week = Ordinary hours of duty per fortnight / 2

**Area Managers Fortnightly Salary and FE**

<b>Position</b>	<b>Fortnightly Salary</b>	<b>Fortnightly FE</b>	<b>Fortnightly Salary</b>	<b>Fortnightly FE</b>	<b>Fortnightly Salary</b>	<b>Fortnightly FE</b>
	<b>1/1/2026 to 31/12/2026</b>		<b>1/1/2027 to 31/12/2027</b>		<b>1/1/2028 to 31/12/2028</b>	
Area Manager AO8(4)	\$6,048.30	\$242.30	\$6,199.50	\$248.30	\$6,354.50	\$254.60

# APPENDIX 3 – VESSEL TRAFFIC SERVICE OPERATORS

## Vessel Traffic Service Operators (VTSO) Aggregated Salary

The **fortnightly** VTSO aggregated salary is calculated using the following formula:

$$\text{fortnightly VTSO aggregated salary} = \text{VTSO Fortnightly Salary} + \text{VTSO fortnightly Shift Loading FE} + \text{VTSO Fortnightly Overtime FE}$$

The **annual** VTSO aggregated salary is calculated using the following formula:

$$\text{annual VTSO aggregated salary} = \text{fortnightly VTSO aggregated salary} \times 26$$

Position	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
Paypoint 1 (OO5/1)	\$137,355.40	\$5,282.90	\$140,792.60	\$5,415.10	\$144,307.80	\$5,550.30
Paypoint 2 (OO5/2)	\$141,676.60	\$5,449.10	\$145,215.20	\$5,585.20	\$148,844.80	\$5,724.80
Paypoint 3 (OO5/3)	\$146,237.00	\$5,624.50	\$149,897.80	\$5,765.30	\$153,649.60	\$5,909.60
Paypoint 4 (OO5/4)	\$150,615.40	\$5,792.90	\$154,377.60	\$5,937.60	\$158,233.40	\$6,085.90

## Shift Loading Fortnightly Entitlements applicable to Vessel Traffic Service Operators (VTSO)

VTSO are entitled to a VTSO Shift Loading Fortnightly Entitlements (FE).

The **annual** Vessel Traffic Service Operators Shift Loading FE is calculated using the following formula:

$$\text{annual VTSO Shift Loading FE} = \text{weekend shift loading} + \text{shift allowance loading} + \text{public holidays}$$

The **fortnightly** VTSO Shift Loading FE is calculated using the following formula:

$$\text{fortnightly VTSO Shift Loading FE} = \text{annual VTSO Shift Loading FE} / 26 \text{ fortnights}$$

The **hourly** VTSO Shift Loading FE is calculated using the following formula:

$$\text{hourly VTSO Shift Loading FE} = \text{fortnightly VTSO Shift Loading FE} / \text{Ordinary hours of duty per fortnight}$$

- Weekend shift loading**

Weekend shift loading is based on 26 weekend shifts performed annually. That is:

- Ordinary hours worked on a Saturday receive a 50% loading
- Ordinary hours worked on a Sunday receive a 100% loading

The Weekend shift loading is calculated using the following formula:

$$\text{Weekend shift loading} = ((\text{ordinary hours per Saturday shift} \times 0.5) + (\text{ordinary hours per Sunday shift} \times 1)) \times 26 \text{ weekend shifts} \times \text{ordinary hourly rate}$$

- Shift allowance loading**

Shift allowance loading is based on 65 weekday night shifts performed annually.

The Shift allowance loading is calculated using the following formula:

$$\text{Shift allowance loading} = \text{ordinary hours per weekday night shift} \times \text{shift allowance} \times 65 \text{ weekday night shifts} \times \text{ordinary hourly rate}$$

- **Public holidays**

The Award provides at clause 23.4 entitlement for public holidays for employees who do not ordinarily work Monday to Friday of each week. For the purposes of this clause, it is agreed that VTSO are entitled to 11 public holidays.

The public holidays is calculated based using the following formula:

$$\text{public holidays} = 11 \text{ public holidays} \times \text{ordinary hours per shift} \times \text{ordinary hourly rate}$$

- **Common terms**

For the purposes of Fortnightly Entitlements calculations, the following terms apply:

$$\text{Ordinary hourly rate} = \text{Fortnightly Salary} / \text{Ordinary hours of duty per fortnight}$$

$$\text{Ordinary hours of duty per fortnight} = 72.5 \text{ hours (as per clause 15.1 of the Award)}$$

$$\text{Ordinary hours of work per week} = \text{Ordinary hours of duty per fortnight} / 2$$

$$\text{shift allowance} = \text{the shift allowance prescribed in clause 15.5 of the Award.}$$

### **Overtime Fortnightly Entitlements applicable to VTSO**

VTSO are entitled to a VTSO Overtime Fortnightly Entitlements (FE).

The **annual** VTSO Overtime FE is calculated using the following formula:

$$\text{annual VTSO Overtime FE} = \text{overtime on shift}$$

The **fortnightly** VTSO Overtime FE is calculated using the following formula:

$$\text{fortnightly VTSO Overtime FE} = \text{annual VTSO Overtime FE} / 26 \text{ fortnights}$$

The **hourly** VTSO Overtime FE is calculated using the following formula:

$$\text{hourly VTSO Overtime FE} = \text{fortnightly VTSO Overtime FE} / \text{scheduled overtime hours of duty per fortnight}$$

- **Overtime on shift**

In accordance with clause 18.3(a) of the Award all shift workers are to be paid for all overtime at the rate of double time.

The overtime on shift is calculated using the following formula:

$$\text{overtime on shift} = \text{overtime per shift} \times 2 \times \text{ordinary hourly rate} \times \text{shifts per year}$$

- **Common terms**

For the purposes of Fortnightly Entitlements calculations, the following terms apply:

$$\text{scheduled overtime hours of duty per fortnight} = \text{total scheduled hours of work per fortnight} - 72.5 \text{ ordinary hours per fortnight (as per clause 15.1 of the Award)}$$

Ordinary hourly rate = Fortnightly Salary / Ordinary hours of duty per fortnight

overtime per shift = total hours worked per shift - ordinary hours per shift

shifts per year = 26 fortnights x 7 days

**VTSO Fortnightly Salary and FE**

Position	Fortnightly Salary	Shift Loading Fortnightly FE	Overtime Fortnightly FE	Fortnightly Salary	Shift Loading Fortnightly FE	Overtime Fortnightly FE	Fortnightly Salary	Shift Loading Fortnightly FE	Overtime Fortnightly FE
	1/1/2026 to 31/12/2026			1/1/2027 to 31/12/2027			1/1/2028 to 31/12/2028		
Paypoint 1 (OO5/1)	\$3,208.20	\$1,052.50	\$1,022.20	\$3,288.40	\$1,078.90	\$1,047.80	\$3,370.60	\$1,105.80	\$1,073.90
Paypoint 2 (OO5/2)	\$3,309.20	\$1,085.60	\$1,054.30	\$3,391.90	\$1,112.70	\$1,080.60	\$3,476.70	\$1,140.50	\$1,107.60
Paypoint 3 (OO5/3)	\$3,415.80	\$1,120.50	\$1,088.20	\$3,501.20	\$1,148.60	\$1,115.50	\$3,588.70	\$1,177.40	\$1,143.50
Paypoint 4 (OO5/4)	\$3,518.00	\$1,154.10	\$1,120.80	\$3,606.00	\$1,182.80	\$1,148.80	\$3,696.20	\$1,212.30	\$1,177.40

# APPENDIX 3b – CASUAL VESSEL TRAFFIC SERVICE OPERATORS

## VTSO casual hourly rate of pay (first 84 hours worked in any fortnightly pay period)

The VTSO casual hourly rate of pay, applicable for the first 84 hours worked in any fortnightly pay period, is calculated using the following formula:

$$\text{VTSO casual hourly rate of pay} = \frac{\text{permanent VTSO fortnightly aggregated salary} \times \text{Award casual loading}}{\text{Ordinary hours of duty per fortnight}}$$

Award casual loading = 25% (as per clause 8.3 of the Award).

Ordinary hours of duty per fortnight = 72.5 hours (as per clause 15.1 of the Award)

## VTSO overtime casual hourly rate of pay (Hours worked more than the 84 hours in any fortnightly pay period)

The VTSO overtime casual hourly rate of pay, applicable for hours worked more than the first 84 hours in any fortnightly pay period, is calculated using the following formula:

$$\text{VTSO overtime casual hourly rate of pay} = \text{VTSO casual hourly rate of pay} \times \text{overtime loading}$$

overtime loading = 2 (as per clause 18.3 of the Award).

## VTSO casual hourly rate and VTSO casual overtime hourly rate

Position	casual hourly rate	overtime casual hourly rate	casual hourly rate	overtime casual hourly rate	casual hourly rate	overtime casual hourly rate
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
Paypoint 1 (OO5/1)	\$91.08	\$182.17	\$93.36	\$186.73	\$95.69	\$191.39
Paypoint 2 (OO5/2)	\$93.95	\$187.90	\$96.30	\$192.59	\$98.70	\$197.41
Paypoint 3 (OO5/3)	\$96.97	\$193.95	\$99.40	\$198.80	\$101.89	\$203.78
Paypoint 4 (OO5/4)	\$99.88	\$199.76	\$102.37	\$204.74	\$104.93	\$209.86

# APPENDIX 4 – MANAGER VESSEL TRAFFIC MANAGEMENT

## Manager Vessel Traffic Management (VTS) Aggregated Salary

The **fortnightly** Manager VTS aggregated salary is calculated using the following formula:

$$\text{fortnightly Manager VTS aggregated salary} = \text{Manager VTS Fortnightly Salary} + \text{fortnightly Manager VTS FE}$$

The **annual** Manager VTS aggregated salary is calculated using the following formula:

$$\text{annual Manager VTS aggregated salary} = \text{fortnightly Manager VTS aggregated salary} \times 26$$

Position	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
Manager VTS AO8(4)	\$163,555.60	\$6,290.60	\$167,642.80	\$6,447.80	\$171,836.60	\$6,609.10

## Fortnightly Entitlements applicable to Manager Vessel Traffic Management (VTS)

Manager VTS are entitled to a Manager VTS Fortnightly Entitlements (FE).

The **annual** Manager VTS FE is calculated using the following formula:

$$\text{annual Manager VTS FE} = 15 \text{ weeks on call} + \text{annual leave loading}$$

The **fortnightly** Manager VTS FE is calculated using the following formula:

$$\text{fortnightly Manager VTS FE} = \text{annual Manager FE} / 26 \text{ fortnights}$$

The **hourly** Manager VTS FE is calculated using the following formula:

$$\text{hourly Manager VTS FE} = \text{fortnightly Manager VTS FE} / \text{Ordinary hours of duty per fortnight}$$

- **15 weeks on call**

The 15 weeks on call are calculated using the following formula:

$$15 \text{ weeks on call} = ((\text{week day on call allowance} \times 5) + (\text{weekend on call allowance} \times 2)) \times 15$$

The week day on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where the employee is on call on any other night”.

The weekend on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where an employee is on call through the whole of a scheduled day off or a rostered day off or a statutory holiday”.

- **Annual leave loading**

The annual Leave loading is calculated using the following formula:

$$\text{annual Leave loading} = \text{ordinary hourly rate} \times \text{ordinary hours of work per week} \times 4 \text{ weeks} \times 0.175$$

- **Common terms**

For the purposes of Fortnightly Entitlements calculations, the following terms apply:

Ordinary hourly rate = Fortnightly Salary / Ordinary hours of duty per fortnight

Ordinary hours of duty per fortnight = 72.5 hours (as per clause 15.1 of the Award)

Ordinary hours of work per week = Ordinary hours of duty per fortnight / 2

**Manager VTS Fortnightly Salary and FE**

<b>Position</b>	<b>Fortnightly Salary</b>	<b>Fortnightly FE</b>	<b>Fortnightly Salary</b>	<b>Fortnightly FE</b>	<b>Fortnightly Salary</b>	<b>Fortnightly FE</b>
	<b>1/1/2026 to 31/12/2026</b>		<b>1/1/2027 to 31/12/2027</b>		<b>1/1/2028 to 31/12/2028</b>	
Manager VTS AO8(4)	\$6,048.30	\$242.30	\$6,199.50	\$248.30	\$6,354.50	\$254.60

# APPENDIX 5 – MARITIME OPERATIONS OFFICERS

## Maritime Operations Officers (MOO) Aggregated Salary

The **fortnightly** MOO aggregated salary is calculated using the following formula:

$$\text{fortnightly MOO aggregated salary} = \text{MOO Fortnightly Salary} + \text{fortnightly MOO FE}$$

The **annual** MOO aggregated salary is calculated using the following formula:

$$\text{annual MOO aggregated salary} = \text{fortnightly MOO aggregated salary} \times 26$$

Position	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary	annual aggregated salary	fortnightly aggregated salary
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
SMOO OO6 (3)	\$119,139.80	\$4,582.30	\$122,116.80	\$4,696.80	\$125,171.80	\$4,814.30
MOOA OO5 (4)	\$109,051.80	\$4,194.30	\$111,776.60	\$4,299.10	\$114,571.60	\$4,406.60
MOOB OO4 (4)	\$97,461.00	\$3,748.50	\$99,899.80	\$3,842.30	\$102,398.40	\$3,938.40

## Fortnightly Entitlements applicable to Maritime Operations Officers (MOO)

MOO are entitled to a MOO Fortnightly Entitlements (FE).

The **annual** MOO FE is calculated using the following formula:

$$\text{annual MOO FE} = 250 \text{ additional hours} + 15 \text{ weeks on call} + \text{annual leave loading}$$

The **fortnightly** MOO FE is calculated using the following formula:

$$\text{fortnightly MOO FE} = \text{annual MOO FE} / 26 \text{ fortnights}$$

The **hourly** MOO FE is calculated using the following formula:

$$\text{hourly MOO FE} = \text{fortnightly MOO FE} / \text{Ordinary hours of duty per fortnight}$$

- **250 additional hours**

The 250 additional hours are based on a MOO working nine weekends. The 250 additional hours are calculated using the following formula:

$$250 \text{ additional hours} = 250 \text{ hours} \times \text{ordinary hourly rate}$$

- **15 weeks on call**

The 15 weeks on call are calculated using the following formula:

$$15 \text{ weeks on call} = ((\text{week day on call allowance} \times 5 \text{ days}) + (\text{weekend on call allowance} \times 2 \text{ days})) \times 15 \text{ weeks}$$

The week day on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where the employee is on call on any other night”.

The weekend on call allowance is the on call allowance included in this Agreement at clause 4.4 and described as “Where an employee is on call through the whole of a scheduled day off or a rostered day off or a statutory holiday”.

- **Annual leave loading**

The annual Leave loading is calculated using the following formula:

$$\text{annual Leave loading} = \text{ordinary hourly rate} \times \text{ordinary hours of work per week} \times 4 \text{ weeks} \times 0.175$$

- **Common terms**

For the purposes of Fortnightly Entitlements calculations, the following terms apply:

$$\text{Ordinary hourly rate} = \text{Fortnightly Salary} / \text{Ordinary hours of duty per fortnight}$$

$$\text{Ordinary hours of duty per fortnight} = 72.5 \text{ hours (as per clause 15.1 of the Award)}$$

$$\text{Ordinary hours of work per week} = \text{Ordinary hours of duty per fortnight} / 2$$

**MOO Fortnightly Salary and FE**

Position	Fortnightly Salary	Fortnightly FE	Fortnightly Salary	Fortnightly FE	Fortnightly Salary	Fortnightly FE
	1/1/2026 to 31/12/2026		1/1/2027 to 31/12/2027		1/1/2028 to 31/12/2028	
SMOO OO6 (3)	\$3,857.90	\$724.40	\$3,954.30	\$742.50	\$4,053.20	\$761.10
MOOA OO5 (4)	\$3,519.30	\$675.00	\$3,607.30	\$691.80	\$3,697.50	\$709.10
MOOB OO4 (4)	\$3,130.30	\$618.20	\$3,208.60	\$633.70	\$3,288.80	\$649.60

## APPENDIX 6 – HYDROGRAPHIC SURVEYORS

### Hydrographic Surveyors Fortnightly Salary

Position	Fortnightly Salary	Fortnightly Salary	Fortnightly Salary
	1/1/2026 to 31/12/2026	1/1/2027 to 31/12/2027	1/1/2028 to 31/12/2028
<b>Cadet Hydrographic Surveyors</b>			
PO1 (1)	\$1,917.90	\$1,965.80	\$2,014.90
PO1 (2)	\$2,080.40	\$2,132.40	\$2,185.70
PO1 (3)	\$2,242.90	\$2,299.00	\$2,356.50
PO1 (4)	\$2,419.50	\$2,480.00	\$2,542.00
PO1 (5)	\$2,520.40	\$2,583.40	\$2,648.00
PO1 (6)	\$2,620.30	\$2,685.80	\$2,752.90
PO1 (7)	\$2,732.60	\$2,800.90	\$2,870.90
<b>Hydrographic Surveyors</b>			
PO2 (1)	\$2,946.80	\$3,020.50	\$3,096.00
PO2 (2)	\$3,103.40	\$3,181.00	\$3,260.50
PO2 (3)	\$3,260.00	\$3,341.50	\$3,425.00
PO2 (4)	\$3,421.70	\$3,507.20	\$3,594.90
PO2 (5)	\$3,581.30	\$3,670.80	\$3,762.60
PO2 (6)	\$3,741.80	\$3,835.30	\$3,931.20
<b>Senior Hydrographic Surveyors</b>			
PO3 (1)	\$3,930.20	\$4,028.50	\$4,129.20
PO3 (2)	\$4,050.80	\$4,152.10	\$4,255.90
PO3 (3)	\$4,171.30	\$4,275.60	\$4,382.50
PO3 (4)	\$4,292.10	\$4,399.40	\$4,509.40
<b>Principal Hydrographic Surveyors</b>			
PO4 (1)	\$4,569.50	\$4,683.70	\$4,800.80
PO4 (2)	\$4,687.30	\$4,804.50	\$4,924.60
PO4 (3)	\$4,804.60	\$4,924.70	\$5,047.80
PO4 (4)	\$4,922.70	\$5,045.80	\$5,171.90

# APPENDIX 7 – MARITIME ENFORCEMENT TEAM

**MET Fortnightly Salary and MET Allowance**

Position	Fortnightly Salary	Fortnightly MET Allowance	Fortnightly Salary	Fortnightly MET Allowance	Fortnightly Salary	Fortnightly MET Allowance
	<b>1/1/2026 to 31/12/2026</b>		<b>1/1/2027 to 31/12/2027</b>		<b>1/1/2028 to 31/12/2028</b>	
MET Manager A07 (4)	\$5,650.60	\$458.70	\$5,791.90	\$470.20	\$5,936.70	\$482.00
MET Manager A07 (3)	\$5,526.00	\$448.70	\$5,664.20	\$459.90	\$5,805.80	\$471.40
MET Manager A07 (2)	\$5,402.40	\$438.70	\$5,537.50	\$449.70	\$5,675.90	\$460.90
MET Manager A07 (1)	\$5,274.60	\$428.30	\$5,406.50	\$439.00	\$5,541.70	\$450.00
MET Officer Level 4 A06 (4)	\$5,051.10	\$1,025.40	\$5,177.40	\$1,051.00	\$5,306.80	\$1,077.30
MET Officer Level 3 A06 (3)	\$4,945.00	\$1,003.70	\$5,068.60	\$1,028.80	\$5,195.30	\$1,054.50
MET Officer Level 2 A06 (2)	\$4,836.90	\$981.70	\$4,957.80	\$1,006.20	\$5,081.70	\$1,031.40
MET Officer Level 1 A06 (1)	\$4,729.80	\$960.10	\$4,848.00	\$984.10	\$4,969.20	\$1,008.70

**SIGNATORIES**

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

Signature of Authorised Officer \_\_\_\_\_

Name of Authorised Officer Sally Stannard

Signature of Witness \_\_\_\_\_

Name of Witness Brett Collard

Dated this 27 April 2026

Signed for and on behalf of Australian Maritime Officers Union Queensland Union of Employees

Signature of Authorised Officer \_\_\_\_\_

Name of Authorised Officer Christopher Claydon

Signature of Witness \_\_\_\_\_

Name of Witness Katie Marshall

Dated this 10 April 2026

Signed for and on behalf of Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District

Signature of Authorised Officer \_\_\_\_\_

Name of Authorised Officer Margaret Page

Signature of Witness \_\_\_\_\_

Name of Witness Nathan Niven

Dated this 10 April 2026

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

Signature of Authorised Officer \_\_\_\_\_

Name of Authorised Officer Alex Scott

Signature of Witness \_\_\_\_\_

Name of Witness Michael Thomas

Dated this 15 April 2026

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

Signature of Authorised Officer \_\_\_\_\_

Name of Authorised Officer Stacey Schinnerl

Signature of Witness \_\_\_\_\_

Name of Witness Timothy Stephens

Dated this 09 April 2026