

DEPARTMENT OF FISHERIES AGENCY SPECIFIC AGREEMENT 2011

Agreement No. P 1 of 2011

1. TITLE

This Agreement shall be known as the Department of Fisheries Agency Specific Agreement 2011 and will replace the Department of Fisheries Agency Specific Agreement 2010 (PSA AG 5 of 2010).

2. ARRANGEMENT

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3. DEFINITIONS

3.1 For the purposes of this Agency Specific Agreement the following definitions shall apply.

- (a) "Agency" means the Department of Fisheries.
- (b) "Agency Specific Agreement" means the Department of Fisheries Agency Specific Agreement 2011.
- (c) "Allowances Award" means the *Public Service Allowances (Fisheries and Wildlife Officers) Award 1990*.
- (d) "Applicable rate" means the rate of salaries, loadings and allowances payable under the Awards and the General Agreement.
- (e) "Award" means the *Public Service Award 1992*.
- (f) "Awards" means both the *Public Service Award 1992* and the *Public Service Allowances*

(Fisheries and Wildlife Officers) Award 1990.

- (g) "Employee" means a public service officer or executive employee in the Public Service under Part 3 of the *Public Sector Management Act 1994 (WA)* employed by the Employer.
- (h) "Employer" means the Chief Executive Officer of the Department of Fisheries.
- (h) "General Agreement" means the *Public Service General Agreement 2008 PSA AG 10 of 2008* or its replacement.
- (i) "Union" means The Civil Service Association of Western Australia Incorporated.
- (j) "WAIRC" means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGENCY SPECIFIC AGREEMENT

The parties agree that the purpose of this Agency Specific Agreement is to provide for employment conditions specific to the Department of Fisheries in accordance with Clause 9 of the General Agreement.

5. APPLICATION AND PARTIES BOUND

- 5.1 The parties bound by this Agency Specific Agreement are The Civil Service Association of Western Australia Incorporated and the Chief Executive Officer of the Department of Fisheries.
- 5.2 This Agency Specific Agreement does not replace the General Agreement.
- 5.3 This Agency Specific Agreement shall apply to all Employees of the Department of Fisheries who are members or eligible to be members of the Union and who are covered by the General Agreement and one or both of the Awards.
- 5.4 This Agency Specific Agreement shall be read in conjunction with the Awards and the General Agreement.
- 5.5 Except where the General Agreement identifies conditions as core, the provisions of this Agency Specific Agreement shall prevail over the General Agreement and the Awards to the extent of any inconsistencies.
- 5.6 At the date of registration the approximate number of Employees covered by this Agency Specific Agreement is 488.

6. TERM OF AGENCY SPECIFIC AGREEMENT

- 6.1 This Agency Specific Agreement shall operate from the beginning of the first pay period on or after the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 30 June 2012.
- 6.2 The parties to this Agency Specific Agreement agree to re-open discussions for a replacement Agreement at least twelve (12) months prior to the expiry of this Agency Specific Agreement. Formal negotiations are to commence no later than six months prior to the nominal expiry date with a view to implementing a replacement agreement where applicable operating from 1 July 2012.

7. NO FURTHER CLAIMS

- 7.1 The parties to this Agency Specific Agreement undertake that for the term of this Agency Specific Agreement there will be no further claims on matters contained in this

Agency Specific Agreement, except where provided for in this clause or through the General Agreement.

- 7.2 The parties agree that any changes to the quantum of the *Public Service Award 1992* diving allowance rate resulting from any cross sector review of that allowance will be applied from the operative date of this agreement.

8. DISPUTE SETTLEMENT PROCEDURE

- 8.1 Any questions, disputes or difficulties regarding the meaning and effect of this Agency Specific Agreement shall be dealt with in accordance with this clause.
- 8.2 The Employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution within three (3) working days. An Employee may be accompanied by a union representative.
- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's supervisor and an attempt made to find a satisfactory solution within a further three (3) working days. An Employee may be accompanied by a union representative.
- 8.4 If the dispute is still not resolved, it may be referred by either party to the Chief Executive Officer or his/her nominee.
- 8.5 Where the dispute cannot be resolved within five (5) working days of the referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the WAIRC.
- 8.6 The period for resolving a dispute may be extended by agreement between the parties.
- 8.7 At all stages of the procedure the Employee may be accompanied by a union representative.

9. FISHERIES AND MARINE OFFICERS' (INCLUDING TRAINEE FISHERIES AND MARINE OFFICERS') GENERAL CONDITIONS

- 9.1 For the purpose of this Agency Specific Agreement, Fisheries and Marine Officers employed by the Department shall work under the provisions of Clause 10 – Annualised Working Arrangements of this Agency Specific Agreement.
- 9.2 Fisheries and Marine Officers will be paid an annualised salary, which includes the applicable rates for the working arrangements set out in Clause 10 Annualised Working Arrangements of this Agency Specific Agreement.

10. ANNUALISED WORKING ARRANGEMENTS

10.1 Objectives

It is agreed that annualised working arrangements will be managed in order to effectively and efficiently deliver services to the fishing and aquaculture industries and other client groups whilst giving due consideration to the work/life balance of Employees.

10.2 Definitions

- (a) "Fisheries and Marine Officer (FMO)" means an officer working under the annualised working arrangement described in Clause 10.4 of this Agency Specific Agreement.

- (b) "Seagoing Fisheries and Marine Officer" means a Fisheries and Marine Officer occupying a position based on board an Agency Patrol Vessel in excess of 18 metres in length.
- (c) "Non-Operational Fisheries and Marine Officer" means a Fisheries and Marine Officer who is not required to work weekend and public holiday hours to the extent required of operational Fisheries and Marine Officers. The annualised working arrangement for Non-Operational Fisheries and Marine Officers is described in Clause 10.5 of this Agency Specific Agreement.

10.3 Settlement Period

The settlement period for the purpose of annualised hours for all Fisheries and Marine Officers will be 12 months from 1 July each year.

10.4 Fisheries and Marine Officer Annualised System of Hours

- (a) All Fisheries and Marine Officers will work the following quantum of hours as either worked time or paid leave during the 12-month settlement period.

	Total Hours
Weekdays	1704
Saturdays	124
Sundays	124
Public Holidays	32
Total	1984

- (b) Weekend hours will normally be worked over a maximum of 23 weekends.
- (c) Public holiday hours will normally be worked over a maximum of 4 public holidays.
- (d) The ratio of hours prescribed in this sub-clause may be varied to meet the needs of the Employer or the Employee by mutual agreement.
- (e) Any variation of the ratio of hours must result in a ratio of hours with the same remuneration value. Such a variation may change the quantum of annualised hours required to be worked in accordance with 10.4 of this clause.

10.5 Non Operational Fisheries and Marine Officers

- (a) The Chief Executive Officer will determine, after consultation with the Union, which positions are designated as Non-Operational Fisheries and Marine Officers and the weekend and public holiday work requirements of positions so designated.
- (b) The parties agree that the annualised hours requirement and salary for designated Non Operational Fisheries and Marine Officer positions will be determined based on the actual hours worked during the preceding 3 years for each position and an assessment of future requirements.
- (c) Where annualised hours are not achieved the provisions of sub-clause 10.12 of this Agency Specific Agreement will apply.
- (d) The annualised hours requirement for Non Operational Fisheries and Marine Officers will be reviewed on the expiry of the Agency Specific Agreement unless otherwise agreed.

10.6 **Hard Living Allowance – Fisheries and Marine Officers**

- (a) To compensate for the difficulties associated with living in small vessels at sea, a Fisheries and Marine Officer shall receive the Hard Living Allowance prescribed in 10.6 (b) for each overnight stay on board an Agency Patrol Vessel, Commercial Fishing Vessel or any other vessel. This allowance applies in lieu of any Hard Living Allowance payable under the Awards and the General Agreement.
- (b) The Hard Living Allowance shall be equivalent to the quantum of the hourly Hard Living Allowance prescribed in Clause 52(3) of the *Public Service Award 1992* for a 24 hour period.
- (c) A Fisheries and Marine Officer who works a part day at sea following an overnight stay on board a vessel shall receive a Hard Living Allowance equivalent to the quantum of the hourly Hard Living Allowance prescribed in Clause 52 (3) of the *Public Service Award 1992* for an 8 hour period.
- (d) For the purposes of this subclause, a part day at sea refers to a continuous period of 8 hours or more in which an Employee remains on board a vessel at sea on the last day of a trip involving an overnight stay. It is assumed that Fisheries and Marine Officers spend an average of 16 hours per day on board a vessel during a part sea day.
- (e) The allowances prescribed by this clause shall be adjusted in line with movements in the Hard Living Allowance prescribed in Clause 52(3) of the *Public Service Award 1992*.
- (f) Where practicable, land based Fisheries and Marine Officers performing duties at sea involving an overnight stay shall work an average of 10 hours per day in line with the working arrangements of Seagoing Fisheries and Marine Officers on the vessel.

10.7 **Australian Fishing Zone (AFZ) Seagoing Allowance/Hard Living Allowance**

- (a) Fisheries and Marine Officers undertaking AFZ compliance work who are required to live on board a vessel undertaking Commonwealth duties shall be paid an AFZ Seagoing/Hard Living allowance of \$50 per day.
- (b) The daily allowance will be paid for each day involving an overnight stay on board a vessel undertaking Commonwealth duties, and is payable in lieu of any other Hard Living Allowance prescribed in this Agency Specific Agreement and the Hard Living Allowance prescribed in Clause 52(3) of the *Public Service Award 1992*.
- (c) The daily allowance shall be paid for each day exceeding eight hours spent on board a vessel, provided that one half of the allowance shall be paid for any part of a day.

10.8 **Part -Time Fisheries and Marine Officers**

Subject to operational requirements and by agreement between the parties, an Officer may apply to work under a part-time arrangement.

- (a) Part-time Fisheries and Marine Officers are required to work the proportion of the annualised hours as prescribed in clause 10.4 consistent with their part-time fraction.
- (b) A Fisheries and Marine Officer working part-time may work the proportionate number of hours in accordance with their part-time fraction, and by mutual agreement:
 - i) may enter into a part-time work roster and work a reduced number of hours each week, to achieve the annualised hours proportion over the financial year; or

- ii) may work full-time for a proportion of the year to complete the pro-rata amount of annualised hours, and following achievement of the required hours, not attend work for an agreed period.
- (c) A Fisheries and Marine Officer working part-time shall be paid the proportion of part-time hours relative to full-time hours, for the duration of the financial year. Additional hours required by the Employer shall be paid at ordinary time rates.
- (d) A part-time Fisheries and Marine Officers shall be entitled to the same leave and conditions prescribed in this agreement as for a full-time Officer proportionate to the hours worked.

10.9 **Maximum Hours Worked**

- (a) In determining the maximum hours worked for any period the Fisheries and Marine Officer (the "Officer") and Employer shall comply with the *Occupational Safety and Health Act 1984*.
- (b) Officers should not normally work in excess of 10 hours per day. However it is recognised by both parties that Fisheries and Marine Officers' enforcement activities may on occasions require working more than 10 hours per day.
- (c) Under normal circumstances, no Officer shall commence work less than 10 hours after finishing work on the previous day.
- (d) Where an Officer is required to attend work on any day and is not provided with work, the Officer shall be credited with a minimum four (4) hours work for that day.
- (e) Should work be unavailable for operational reasons, an Officer may be directed not to attend work for any given period up to a maximum of 80 hours per settlement period, unless otherwise agreed.
 - i) For breaks of 40 hours or less, the Officer shall be given 24 hours' notice. If less than the required notice has been given, the Officer shall be credited with 4 hours' duty for the day where they are directed not to attend work.
 - ii) If the break is for greater than 40 hours, the Officer shall be given one (1) week's notice.
 - iii) The Department shall provide an Officer with 48 hours' notice of a requirement to return to duty prior to the conclusion of a rostered period of non-attendance, unless otherwise agreed. Agreement to return to work prior to the notice period shall not be unreasonably withheld.
- (f) Where it is agreed between the Employer and the Officer, a Fisheries and Marine Officer may work 'split work periods', wherein the Officer may work separate periods in a single day, provided that the period from first commencement of duty to the final completion of duty, inclusive of any break of non-duty period, where practicable shall be no greater than 12 hours; and the Officer does not recommence duty less than 10 hours after finishing work on the previous day.
- (g) Fisheries and Marine Officers can only be rostered to work for a maximum of 10 consecutive days, unless otherwise agreed. Where 10 consecutive days have been rostered, this must immediately be followed by at least 4 consecutive days rostered off, unless otherwise agreed.

- (i) It is recognised by the parties that Officers working within the Serious Offences Unit of the Agency may on occasion exceed the limits provided in this subclause. Nonetheless, risks to the health and safety of Officers will be minimised at all times.
- (j) Due to the unique working arrangements of Seagoing Fisheries and Marine Officers, the provisions of this subclause do not apply to those officers with the exception of (a), (d) and (g). It is recognised that operational requirements may, on occasion, result in a request for officers to exceed the limits outlined in 10.9 (g) and agreement will not be unreasonably withheld.

10.10 **Weekend Work**

- (a) Fisheries and Marine Officers will not be required to work consecutive weekends except by agreement or in the case of operational necessity as described below.
- (b) To meet the requirements of a specific, planned, complex operation as well as activities associated with the Metropolitan region Abalone season, Fisheries and Marine Officers may be required to work up to three (3) consecutive weekends.
- (c) Where necessary to meet specific operational requirements, Fisheries and Marine Officers may be required to work two (2) consecutive weekends. Where this occurs the Officer will be rostered off duty for the following two (2) consecutive weekends, unless otherwise agreed.
- (d) Fisheries and Marine Officers shall not be required to work in excess of three (3) weekends on any occasion unless otherwise agreed. In requiring an Officer to work for three consecutive weekends regard must be given to an Employee's personal circumstances including family responsibilities at the time and to any risks to an Employee's health and safety.
- (e) It is recognised by the parties that Seagoing Fisheries and Marine Officers and Officers working within the Serious Offences Unit of the Agency will on occasion exceed the limits provided in this subclause by virtue of their unique working arrangements. Nonetheless, risks to the health and safety of Officers will be minimised at all times.

10.11 **Time Worked in Addition to the Annualised Working Arrangement**

- (a) When a Fisheries and Marine Officer has reached the required number of hours for the year as prescribed in Clause 10.4 of this Agreement, the Fisheries and Marine Officer may:
 - i) work additional hours as requested; or
 - ii) choose not to attend for the remainder of the settlement period. The period of non-attendance shall not be debited from the Officer's leave entitlement.
- (b) Additional hours worked shall not be credited to any future annualised hours requirement.
- (c) Any additional time worked under this subclause shall attract applicable penalties, loadings and allowances payable under the Award and General Agreement.
- (d) Fisheries and Marine Officers may only claim overtime meal allowances as per clause 22. - Overtime Allowance of the *Public Service Award 1992* for time worked in addition to the annualised working arrangement, and subject to a requirement that a meal is actually purchased.

10.12 **Non-achievement of Annualised Hours**

- (a) Where the Employer has not provided the Fisheries and Marine Officer with the opportunity to complete the annualised hours specified in 10.4, the Officer will not be required to repay any salary or allowances.
- (b) Where a Fisheries and Marine Officer does not work the annualised hours specified in 10.4 as a result of personal leave or workers' compensation, the Officer will not be required to repay any salary or allowances.
- (c) Where a Fisheries and Marine Officer does not work the annualised hours specified in 10.4 as a result of planned leave or circumstances not covered by 10.12 (a) or 10.12 (b) the Officer may:
 - i) repay the overpaid salary in accordance with the salary overpayment policy of the Agency; or
 - ii) seek to adjust the annualised hours required for that year in accordance with 10.4 (d); or
 - iii) by agreement with the Employer, add the hours not worked to the requirement for the following year. In considering this option the Employer will have due regard for the safety and health of the Officer and other staff.

10.13 Record of Hours

- (a) A Fisheries and Marine Officer shall keep an accurate record of hours worked in a format defined by the Employer. The record of hours worked will be verified by the Supervisor at least once per month. The record of hours worked shall be provided to the appropriate Line Manager at least once per month.
- (b) Only those hours approved by the Fisheries and Marine Officer's Supervisor shall be recorded as hours worked.

10.14 Leave

- (a) Each day's paid leave taken within the annualised arrangements described in 10.4 shall be recorded as 8 weekday hours worked.
- (b) Leave taken includes leave granted pursuant to the Annual Leave Travel Concession provisions of the Award, and the leave taken by Seagoing Fisheries and Marine Officers.
- (c) Fisheries and Marine Officers shall be entitled to an additional week of annual leave in recognition of the unusual and irregular hours associated with activities in the field. Provided that where an employee acts, or is temporarily deployed to a position for greater than 4 weeks, and the position is not classified as a Fisheries and Marine Officer position, the employee shall not be entitled to the additional week of annual leave for the period of acting or temporary deployment. Clause 23 (7) of the Award shall set out the basis of accrual for the additional week of annual leave provided to these Officers.

10.15 Pro-Rata Reconciliation Arrangements

- (a) When a Fisheries and Marine Officer:
 - i) Either commences work under an annualised hours arrangement during a financial year;

- ii) Acts in, or transfers to a position that is not formally classified as a Fisheries and Marine Officer for greater than one calendar month;
- iii) Resigns, retires or terminates her/his employment with the Agency; or
- iv) In any other way ceases to be a Fisheries and Marine Officer,

the balance of the hours owed, or to be paid, will be calculated on a pro-rata basis in accordance with Clause 10.16 of this Agency Specific Agreement – Pro-rata Reconciliation of Annualised Hours.

- (b) Where an Officer transfers and the period of transfer is for a temporary period of less than one (1) calendar month, the Officer’s status or annualised hours requirement shall not be adjusted.

10.16 Pro-Rata Reconciliation of Annualised Hours

- (a) On Commencing Work During a Financial Year

When an Officer commences work during a financial year under an annualised hours arrangement, the working requirement for the remainder of the financial year (including weekends and public holidays) will be calculated in the following manner:

$$\frac{\text{ANNUALISED WORKING REQUIREMENT}}{365} \times \text{Days Remaining in Financial Year}$$

- (b) On Ceasing Work During a Financial Year

When an Officer ceases work under an annualised hours arrangement during a financial year, the hours worked for that period (including weekends and public holidays) shall be reconciled against a pro rata working requirement calculated in the following manner:

$$\frac{\text{ANNUALISED WORKING REQUIREMENT}}{365} \times \text{Days Elapsed in Financial Year}$$

- (c) Where a Fisheries and Marine Officer has completed their pro rata working requirement as determined by this subclause, the provisions of subclause 10.11 shall apply.
- (d) Where a Fisheries and Marine Officer does not complete the pro rata working requirement as determined by this subclause, the provisions of subclause 10.12 shall apply.

10.17 Fisheries and Marine Officer Operational Flexibility Requirements

- (a) The Department will endeavour to manage Fisheries and Marine Officers’ working hours within the limitations outlined in this clause. Notwithstanding this, the parties recognise that effective Fisheries and Marine Safety compliance activities necessarily involve the performance of irregular and unusual hours of work, which includes working on weekends and public holidays. In some cases, this may involve the occasional performance of work outside of the limitations imposed by this clause.
- (b) Fisheries and Marine Officers shall not unreasonably refuse a request to perform work outside of the limitations imposed within this clause.
- (c) Disputes over whether refusal of a request to perform work outside the limitations of

clause 10 is reasonable shall be resolved through the Dispute Settlement Procedure provided for in Clause 8 of this Agency Specific Agreement.

- (d) It is recognised by the parties that Seagoing Fisheries and Marine Officers and officers within the Serious Offences Unit will exceed the limits provided in this clause more frequently than other Fisheries and Marine Officers due to the nature of compliance activities performed by those Officers. Nonetheless, risks to the health and safety of those Officers will be minimised at all times.

11. SEAGOING FISHERIES AND MARINE OFFICER WORKING REQUIREMENTS

- 11.1 Notwithstanding the provisions of 10.4.1, Seagoing Fisheries and Marine Officers may be required to work the following quantum of days during the 12-month settlement period.

	Total Days
Weekdays	154
Saturdays	25.5
Sundays	25.5
Public Holidays	5
Total	210

- 11.2 Seagoing Fisheries and Marine Officers occupying positions on board an Agency Patrol Vessel may be directed to work overtime in excess of the annualised working requirement in 10.4 (a) up to a total of 210 days each settlement period. Whilst on board the Agency Patrol Vessel on patrol, Fisheries and Marine Officers are available to work on a 24-hour round-the-clock basis. All hours worked on the vessel shall be debited as hours and it is expected that the Officer performs an average of 10 hours work per day on the vessel.
- 11.3 The Master of the vessel is responsible for managing the hours worked on each vessel so that crew work an average of 10 hours over the available sea and part sea days within a settlement period. The Master of the vessel is also responsible for integrating land based Fisheries and Marine Officers into the activities of the vessel so that they have the opportunity to work an average of 10 hours per day wherever it is practicable to do so.
- 11.4 It is recognised that there may be slight variations from year to year depending on programmed work rosters, however the 210 days shall normally comprise of the following:

	Total
Full days at sea	156
Part days at sea	28
Land based weekdays	26
Total	210

- i) a total of 156 days at sea, on board an Agency Patrol Vessel, Commercial Fishing Vessel or any other vessel that involves an overnight stay. On such days, the Officer shall be working or ready to return to duty at any stage and shall complete an average of 10 hours work per day.
- ii) a total of 28 part days at sea, where the vessel departs and arrives at port. Officers shall work an average of 10 hours per day and shall be working or ready to return to duty for up to 16 hours per day.

- iii) a maximum of 26 days may be worked on shore-based activities during any hours Monday to Friday, consisting of maintenance and administration days, provided the Officer is on duty for an average of 8 hours per day.

- 11.5 The 210 days a Seagoing Fisheries and Marine Officer may be expected to work does not include days taken as annual leave, but does include personal leave and long service leave.
- 11.6 Seagoing Fisheries Officers shall clear accrued annual leave at designated times at the end of the relevant season, unless otherwise directed by the Employer. Seagoing Fisheries and Marine Officers shall apply for leave prior to the commencement of their leave period.
- 11.7 Where practicable, Seagoing Fisheries and Marine Officers shall be given prior notice of a requirement to work overtime following the conclusion of their annualised working arrangement.

12. CASUAL FISHERIES AND MARINE OFFICERS

- 12.1 A casual Fisheries and Marine Officer shall be paid for each hour worked at the rates set out in Appendix A, in accordance with the following formula:

Fortnightly FMO Salary/80

with the addition of twenty percent in lieu of annual leave, personal leave, long service leave and payment for public holidays.

- 12.2 Conditions of employment, leave, and allowances provided under the provisions of the Award shall not apply to a casual Fisheries and Marine Officer with the exception of bereavement leave. However, where expenses are directly and necessarily incurred by a casual Fisheries and Marine Officer in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of the Award. Casual Fisheries and Marine Officers are also entitled to claim seagoing allowances in accordance with Clause 16 of this Agency Specific Agreement.

13. ABROLHOS ISLANDS CLEANING AND MAINTENANCE ALLOWANCE

- 13.1 A Fisheries and Marine Officer who is assigned to undertake duties contained within the Abrolhos Islands Maintenance Schedule shall be paid an allowance of \$0.61 per hour, with the exception of officers to whom subclause 13.2 applies.
- 13.2 Where an officer is appointed to a position within the Abrolhos Islands Section of the Department, the rate shall be paid as a commuted allowance of \$325 per year, payable on a fortnightly basis. The payment of this allowance is based on a requirement to complete an average of 530 cleaning and maintenance hours per eligible Employee across the course of the year, based on a two-year maintenance schedule.
- 13.3 Duties within in the Abrolhos Islands Maintenance Schedule include:
 - Cleaning/emptying the compost toilets on the islands;
 - Performing airstrip and/or footpath maintenance; and
 - Cleaning/maintenance of the Saville Kent Research Centre
- 13.4 The parties acknowledge that the workload covered by the Abrolhos Islands Maintenance Schedule may vary from year to year as maintenance requirements fluctuate. The quantum of anticipated cleaning and maintenance hours will be reviewed upon the expiry of this Agency Specific Agreement.

- 13.5 The rates prescribed in subclauses 13.1 and 13.2 will be reviewed on a yearly basis and increased in line with State Wage Case increases.
- 13.6 Payment of the commuted allowance in 13.2 shall be suspended during periods of leave without pay or parental leave without pay.
- 13.7 Payment of this allowance will cease should the Department no longer require Fisheries and Marine Officers to take primary responsibility for performance of the duties outlined in the Abrolhos Islands Maintenance Schedule.

14 TECHNICAL OFFICERS COMMUTED OVERTIME ALLOWANCES

14.1 Scope

- (a) This Clause shall apply to Technical Officers and Technical Assistants employed with the Agency.
- (b) The commuted overtime arrangements contained in this Clause shall replace those determined in Clause 5(2) and (3) - Commuted Overtime Allowance of the *Public Service Allowances (Fisheries and Wildlife Officers) Award 1990*.
- (c) The provisions of this Clause shall replace Clause 7. - Weekend Duty of the *Public Service Allowances (Fisheries and Wildlife Officers) Award 1990* to the extent of any inconsistencies.

14.2 Definitions

- (a) "A Day" means from midnight to midnight
- (b) "At Sea" means the period away from home port
- (c) "Extensive Day at sea" means approved time worked in addition to 11 hours on duty per day at sea
- (d) "Extensive Day on land" means approved time worked in addition to 10 hours on duty per day on land
- (e) "Field duties" refer to any trip away from an Employee's agency home base where samples/data are collected in freshwater, estuarine and marine waters.
- (f) "Off Duty" means where practicable, minimum time of 10 hours continuous rest to be observed, unless otherwise agreed, in the design of the project, prior to trip commencement
- (g) "On Duty" means from the earliest required start time to the latest required finish time in a 24 hour period, where an Employee is available to undertake field work as directed, inclusive of all meal breaks
- (h) "Seagoing Vessel" means a Departmental vessel providing full amenities and accommodation for an overnight stay or any commercial fishing vessel on which Employees are required to stay overnight at sea and excludes a dinghy or trailer boat unless otherwise approved by the Director Research.

14.3 Commuted Overtime Allowance

- (a) Field work programs for which a commuted overtime allowance is paid shall be designed in order to ensure that the average overtime worked in a field trip by Employees is not in excess of the amount of overtime that the commuted allowance is intended to purchase.

- (b) Employees undertaking approved duties in the field shall be paid the respective commuted overtime allowances as contained in this Agency Specific Agreement in addition to their base pay of 7.5 hours.
- (c) For the purpose of this Agency Specific Agreement, it is recognised that the commuted overtime allowance compensates Employees for overtime, as there is an expectation for Employees to work additional hours. In addition a component of the allowance also compensates for irregular and unusual hours as follows:
- i) Land Based 20%
- $$\begin{aligned}
 20\% &= 15\% \text{ overtime hours plus } 5\% \text{ for irregular and unusual hours} \\
 &= 7.5 \text{ hours} + 15\% + \text{breaks} \\
 &= 7.5 \times 15\% \div 1.5 + 0.75 \text{ hour} \\
 &= 9 \text{ hours on duty}
 \end{aligned}$$
- (i.e. Minimum 0.75 hour break, e.g. 30 minute lunch plus minor break of 15 minutes)
- ii) Seagoing Day Trip 38%
- $$\begin{aligned}
 38\% &= 33\% \text{ overtime hours plus } 5\% \text{ irregular and unusual hours} \\
 &= 7.5 \text{ hours} + 33\% + \text{breaks} \\
 &= 7.5 \times 33\% \div 1.5 + 1 \text{ hour} \\
 &= 10 \text{ hours on duty}
 \end{aligned}$$
- (i.e. Minimum 1 hour break, e.g. 30 minute lunch plus 2 breaks of 15 minutes)
- iii) Seagoing Overnight Trip 45%
- $$\begin{aligned}
 45\% &= 33\% \text{ overtime hours plus } 5\% \text{ irregular and unusual hours plus} \\
 &\quad 7\% \text{ hard living allowance} \\
 &= 7.5 \text{ hours} + 33\% + \text{breaks} \\
 &= 7.5 \times 33\% \div 1.5 + 1 \text{ hour} \\
 &= 10 \text{ hours on duty}
 \end{aligned}$$
- (i.e. Minimum 1 hour break, e.g. 30 minute lunch plus 2 breaks of 15 minutes)
- (d) Technical Officers and Technical Assistants shall also be entitled to an additional week of annual leave in recognition of the unusual and irregular hours associated with research activities in the field. Provided that where an Employee acts, or is temporarily deployed to a position for greater than 4 weeks and the position is not classified as a Technical Officer or Technical Assistant position, the Employee shall not be entitled to the additional week of annual leave for the period of acting or temporary deployment.
- (e) The commuted overtime allowances prescribed in this Agency Specific Agreement shall operate in lieu of the commuted overtime allowances contained in the Allowances Award.

14.4 Land Based Field Duty

- (a) Technical Officers and Technical Assistants shall be paid;
- i) a rate of 20% for each day spent undertaking field duties;
- ii) a rate of 20% for each day spent undertaking research duties away from the Employee's usual home base outside of prescribed hours,

provided that all field duties for which payment of the commuted overtime allowance is claimed are performed with prior approval from the appropriate Research Scientist or Research Supervisor.

- (b) For the purposes of land based field work, where practicable Employees shall not be required to be on duty for greater than 9 hours per day, averaged over 12 months from the date of registration of this Agency Specific Agreement or from commencement of employment for new Employees.
- (c) At the completion of 12 months or upon transfer, termination or resignation, Employees shall add the number of hours on duty in the field and divide the total by the number of field days worked to calculate the average time worked in the field. Where the average is greater than 9 hours on duty, the difference (at a rate of time and one half) will be multiplied by the number of field days undertaken in the 12 months and recorded as time off in lieu.
- (d) Where an Employee gains prior approval from their Research Scientist or Research Supervisor to work an 'Extensive Day' on land, the time in addition to 10 hours on duty shall be considered as additional hours and recorded and taken as time off in lieu at a rate of time and one half. Employees shall clear this time off in lieu within the fortnight following the trip, provided that this requirement does not apply where an Employee has a balance of less than 15 hours time off in lieu.
- (e) Where a trip necessitated an Employee to undertake an 'Extensive Day' in the field which is unplanned and without prior approval, the Employee may apply to the Director Research or an approved delegate to have the additional hours on duty recorded as time off in lieu in accordance with subclause 14.4 (d) of this clause.
- (f) For the purpose of calculating the average annual hours on duty in the field in subclause 14.4 (c), an Extensive Day where time off in lieu has been paid will be recorded as 10 hours for the day.
- (g) For the purpose of calculating the average annual hours in subclause 14.4 (c), where no work is available, a minimum of 4 hours on duty shall be recorded.

14.5 Seagoing Field Duties

- (a) Technical Officers and Technical Assistants engaged in duties at sea on a seagoing vessel but not involving an overnight stay shall be paid a rate of 38% for each day spent at sea.
- (b) Technical Officers and Technical Assistants engaged in duties at sea involving an overnight stay on a seagoing vessel shall be paid a rate of 45% for each day involving an overnight stay; provided that
 - i) the day of the return from the trip, which does not involve an overnight stay, shall be paid at the rate as prescribed in subclause 14.5 (a) of this clause.
 - ii) there shall be no entitlement to claim Hard Living Allowance as prescribed in Clause 52(3) - Seagoing Allowance of the *Public Service Award (1992)*.
- (c) For the purposes of seagoing field duties, where practicable, Employees shall not be required to be on duty for greater than 10 hours per day, averaged over a financial year.
- (d) The Director Research or an approved delegate may approve the payment of an allowance under 14.5 (a) to Employees performing duties at sea on a vessel other than a seagoing vessel. Prior approval must be sought, and will only be provided where it can be shown that it is more efficient, cost effective or otherwise necessary due to external requirements

for Employees to be on duty for an average of 10 hours per day over the course of a trip.

- (e) The Director Research may also approve the payment of an allowance under 14.5 (a) for each day where a seagoing vessel works directly alongside a non seagoing vessel, and the crew of both vessels are required to be on duty for 10 hours or more on that day.
- (f) At the completion of 12 months or upon transfer, termination or resignation, Employees shall add the number of seagoing hours on duty and divide the total by the number of seagoing field days worked to calculate the average time on duty at sea. Where the average seagoing hours are greater than 10 hours, the difference (at a rate of time and one half) will be multiplied by the number of seagoing field days undertaken in the 12 months and recorded as time off in lieu.
- (g) Where an Employee gains prior approval from their Research Scientist or Research Supervisor to work an 'Extensive Day' at sea, the time in addition to the 11 hours on duty shall be considered as additional hours and recorded as time in lieu at a rate of time and one half. Employees shall clear this time off in lieu within the fortnight following the trip, provided that this requirement does not apply where an Employee has a balance of less than 15 hours time off in lieu.
- (h) Where a seagoing field trip necessitated an Employee to undertake an 'Extensive Day' at sea which is unplanned and without prior approval, the Employee may apply to the Director Research or an approved delegate to have the additional hours on duty recorded as time off in lieu in accordance with subclause 14.5 (g) of this Clause.
- (i) For the purpose of calculating the average seagoing annual hours on duty at sea in subclause 14.5 (f) an extensive day where time off in lieu has been paid will be recorded as 11 hours for the day.
- (j) For the purpose of calculating the average annual hours in subclause 14.5 (f) where no work is available, a minimum of 4 hours shall be recorded.

14.6 **Weekend Duty**

- (a) Work performed by a Technical Officer on a Sunday shall be paid at the rate of time and three-quarters up to a maximum of the first 7.5 hours worked on such days.
- (b) The payment at the rate of time and three-quarters shall be calculated on the officer's ordinary rate of pay for prescribed hours.
- (c) The payment shall be in addition to any allowance for commuted overtime.
- (d) Where an Employee so elects in writing, time off in lieu of payment may be granted by the Employer.

14.7 **Research Vessel Crew**

- (a) Employees appointed to positions as crew on any Research Vessel shall be paid an allowance of 15% of gross annual salary on a fortnightly basis which shall continue to be paid during annual leave, long service leave, personal leave and as part of any retiring allowance.
- (b) An additional 15% shall be paid for those days on which an Employee is engaged in duties at sea.
- (c) Hard living allowance shall be payable at the rate prescribed in accordance with Clause 52(3) - Seagoing Allowance of the Award for the duration of all trips involving an overnight stay.

- (d) Research Vessel crew shall not be entitled to claim the allowances prescribed in Clause 14.4 or 14.5 of this Agency Specific Agreement.

Extensive vessel operational days

- (e) Research Vessel crew will accrue two days of paid leave for every two “extensive vessel operational days” worked.
- (f) An “extensive vessel operational day” is a day, excluding transit days when 24-hour vessel operation occurs with crew on watch rosters, when the vessel is programmed to be in operation for more than 15 hours continuously.
- (g) “Extensive vessel operational days” must be approved in advance by the Director Research (or delegate). Where an “extensive vessel operational day” occurs without prior approval, the Master of the vessel may apply to the Director Research to have the day credited as an approved “extensive vessel operational day”.
- (h) Leave granted in respect of “extensive vessel operational days” shall not be credited for additional days at sea.
- (i) Hours worked in excess of 10 on any “extensive vessel operational day” shall not be used to average out the hours worked by Research Vessel crew over the course of a trip.
- (j) The additional leave is to be taken in conjunction with annual leave, at the conclusion of the trip or during the annual stand down period between December – January each year.

Additional days at sea

- (k) Research Vessel Crew may work up to 165 days at sea per calendar year on trips involving an overnight stay (*ordinary days*).
- i) This includes the day of departure from and day of return to harbour.
- ii) Days spent on board a vessel where it is moored overnight in harbour shall be included, but only where crew remain on the vessel overnight.
- iii) Only 1 day at sea shall be recorded where Research Vessel Crew work a single shift extending past midnight and return to port the following day.
- (l) Where Research Vessel Crew are directed to perform days at sea on trips involving an overnight stay in excess of 165 per calendar year (*additional days*) overtime is payable for hours worked in excess of 7.5 on any day.
- i) Additional days include the day of departure from and day of return to harbour.
- ii) Days spent on board a vessel where it is moored overnight in harbour shall be included, but only where crew remain on the vessel overnight.
- iii) Only 1 additional day at sea shall be recorded where Research Vessel Crew work a single shift extending past midnight and return to port the following day.
- (m) The Master of the vessel is responsible for managing the hours worked on the vessel so that crew work an average of 10 hours per day for additional days at sea.
- (n) Research Vessel crew shall not be entitled to claim the allowance prescribed in 14.7 (b) for any additional days at sea, as they are compensated for the working of hours in excess of 7.5 per day by the payment of overtime.

Weekend duty

- (o) Work performed by Research Vessel Crew on a Sunday shall be paid at the rate of time and three-quarters up to a maximum of the first 7.5 hours worked on such days.
- (p) The payment at the rate of time and three-quarters shall be calculated on the officer's ordinary rate of pay for prescribed hours.
- (q) The payment shall be in addition to any allowance for commuted overtime.
- (r) Where an Employee so elects in writing, time off in lieu of payment may be granted by the Employer.

Clearing of leave by Research Vessel Crew

- (s) Research Vessel Crew may be required to clear all available time off in lieu and extensive vessel operational days leave during the annual stand down period for the vessel between December- January each year. The Employer shall not direct an Employee to clear accrued annual or long service leave until arrangements have been made for the clearing of available time off in lieu and extensive vessel operational days leave.
- (t) Should an Employee have insufficient time off in lieu, extensive vessel operational days leave or accrued annual leave/long service leave to cover an absence during the stand down period, they may be directed to clear up to two weeks pro rata annual leave for this purpose.

15. CASUAL TECHNICAL OFFICERS

Conditions of employment, leave, and allowances provided under the provisions of the Award and the General Agreement shall not apply to a casual Officer with the exception of bereavement leave. However, where expenses are directly and necessarily incurred by a casual Technical Officer in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of the Award. Casual Technical Officers are also entitled to claim seagoing allowances in accordance with clause 16 of this Agency Specific Agreement.

16. SEAGOING (VICTUALLING) ALLOWANCE

This clause replaces Clause 52(1) of the *Public Service Award 1992* as amended or replaced.

16.1 Seagoing Accommodation – Government Vessel

- (a) An Employee who is required to live on board a Government vessel which provides accommodation and who is necessarily absent from his or her usual place of residence overnight, shall be paid a seagoing allowance as prescribed in subclause 16.2 of this clause to cover victualling and all incidental expenses of employment other than overtime.
- (b) The daily allowance shall be paid for each day exceeding eight hours spent on board a vessel, provided that one half of the allowance shall be paid for any part of a day.
- (c) This allowance is not payable where the Department provides victuals for a trip.
- (d) In the event that the applicable rate under Clause 52 (1) of the Award exceeds the rate provided by this clause, the higher rate shall apply.

16.2 Victualling Allowances

- (a) South of 26° Latitude

Seagoing accommodation \$30 per day

(b) North of 26° Latitude

Seagoing accommodation \$34 per day

17. MASTER CLASS V ALLOWANCE

- 17.1 An Employee covered by the provisions of the Allowances Award who holds a Master Class V Marine Certificate of Competency may be eligible for the payment of a Master Class V allowance as outlined below.
- 17.2 Seagoing Fisheries and Marine Officers and Research Vessel crew in eligible positions shall receive an annual allowance calculated at the rate of 5% of the applicable Public Service General Agreement salary rate.
- 17.3 All other Employees shall be paid a daily allowance for each day or part thereof where they are directed to undertake duties that require a Master Class V Certificate of Competency.
- 17.4 All positions eligible for payment of the annual allowance in subclause 17.2 shall have a Master Class V Marine Certificate of Competency included as an essential qualification for appointment on the job description form for that position.
- 17.5 Upon registration of the Agency Specific Agreement, the Employer will advise the union by letter of the positions to which the allowance prescribed in subclause 17.2 will apply.

18. FLEXIBLE WORKING ARRANGEMENTS (Credit and Banking of Hours)

- 18.1 This clause shall replace the provisions of clause 16 of the General Agreement to the extent of any inconsistencies. This clause shall not apply to Fisheries and Marine Officers, or Technical Officers /Technical Assistants undertaking duties for which a commuted overtime allowance is payable under clause 14 of this Agency Specific Agreement. Access to the flexible working arrangements in this clause may be limited if deemed necessary to ensure that operational needs and service delivery requirements are met.
- 18.2 For the purposes of this clause, "settlement period" refers to the six-month periods between 1 January - 30 June and 1 July - 31 December each year.
- 18.3 Within a settlement period, the maximum number of credit hours cannot exceed 75 hours. All credit hours in excess of 15 hours that have not been cleared by the end of each settlement period will be lost.
- 18.4 An additional maximum of 37.5 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 37.5 hours at any time.
- 18.5 A maximum of ten ordinary hours may be worked in any one day, between the hours of 7.00 am and 6.00 pm, except where an Employee and Employer have agreed to a different span of hours under clause 16.17 of the General Agreement, in which case a maximum of ten ordinary hours may be worked in any one day between the agreed span of hours.
- 18.6 On termination, resignation or transfer to another agency unused credit or banked hours will not be paid out and will be lost. However, the Employer will provide the opportunity for credit and banked hours to be cleared.

19. MEAL INTERRUPTION ALLOWANCE

- 19.1 A Fisheries and Marine Officer who is recalled to duty without notice, or directed to remain on duty without notice shall be paid a meal interruption allowance, subject to the following conditions:
- (a) The Employee is directed to return to or remain on duty by a manager or duly authorised officer in order to perform Fisheries compliance field work and;
 - (b) The Employee is not given a reasonable opportunity to consume either a breakfast or dinner meal prior to commencing or ceasing duty on that day. For the purposes of this subclause, an Employee is deemed to have missed breakfast if they are on duty between 5am – 8am. An Employee is deemed to have missed dinner if they are on duty between 6pm – 9pm.
- 19.2 An Employee who is required to live on board a government vessel which provides accommodation and who is necessarily absent from his or her usual place of residence overnight shall not be entitled to claim this allowance.
- 19.3 An Employee who claims a meal allowance under the Award or General Agreement shall not be entitled to claim the allowance prescribed in this clause in respect of the same meal period.
- 19.4 Allowances will be paid at the rates specified in Part II of Schedule H. - Overtime Allowance of the *Public Service Award 1992* as amended from time to time.

20. SEASONAL ADMINISTRATIVE EMPLOYEE WORKING ARRANGEMENTS

20.1 Objectives

- (a) The intention of this clause is to provide an opportunity for permanent employment for regionally based Employees who would otherwise be engaged on fixed term contracts in connection with peak fishing periods.
- (b) In the event that permanent employment would otherwise be unsuitable except as provided for in this clause, an offer of permanent employment may be made conditional on acceptance of an arrangement developed pursuant to this clause.

20.2 Definitions

- (a) "Seasonal administrative employee" means an employee of the Regional Services Division who, at the discretion of the Employer, is engaged on a permanent part time basis under the working arrangements in this clause.
- (b) Employees covered by the provisions of the Allowances Award are not eligible for engagement as a seasonal administrative employee.

20.3 Settlement Period

The settlement period for the purpose of annualised arrangements for seasonal administrative employees will be 12 months from 1 July each year.

20.4 Seasonal Administrative Employees System of Hours

- (a) Seasonal administrative employees will work a predetermined quantum of hours as either worked time or paid leave during the 12-month settlement period.
- (b) Seasonal administrative employees may be rostered to work up to a maximum of 150 hours over a four week period. Additional hours worked are to either be managed within a flexi-time arrangement or claimed as Overtime in accordance with clause 22. Overtime Allowance of the Award.
- (c) A maximum of ten ordinary hours may be worked in any one day, between the hours of 7.00 am and 6.00 pm, except where an employee and Employer have agreed to a different span of hours under clause 16.17 of the General Agreement, in which case a maximum of ten ordinary hours may be worked in any one day between the agreed span of hours.
- (d) An Employee who is directed to work outside the ordinary hours as provided for in clause 20.4 (c) shall be paid overtime in accordance with clause 22. Overtime Allowance of the Award.
- (e) The quantum of hours worked shall be no less than 780 nor more than 1560 per settlement period.
- (f) In determining the quantum of hours worked for each seasonal administrative employee, the Department shall have regard for:
 - The service delivery requirements of the branch or office
 - The identified working hours preferences of each seasonal administrative employee

20.5 Time Worked in Addition to the Annualised Working Arrangement

- (a) When a seasonal administrative employee has reached the required quantum of hours for the settlement period, they may:

- i) be instructed to work additional hours or days as required for operational reasons;
 - or
 - ii) be instructed not to attend at work for the remainder of the settlement period.
- (b) Seasonal administrative employees shall not work over 75 hours in excess of their annualised hours requirement except by mutual agreement.
- (c) Any additional hours worked shall be paid at ordinary time rates, except where such time worked qualifies as overtime as prescribed by clause 22. Overtime Allowance of the Award.

20.6 Non-achievement of Annualised Hours

- (a) Where the Employer has not provided a seasonal administrative employee with the opportunity to complete their annualised work requirement under 20.4 the employee will not be required to repay any salary or allowances.
- (b) Where a seasonal administrative employee does not work the agreed annual hours requirement as a result of personal leave or workers' compensation the Officer will not be required to repay any salary or allowances.
- (c) Where a seasonal administrative employee does not work the agreed annualised hours requirement as a result of planned leave or other circumstances not already provided for in this agreement, the employee shall repay the overpaid salary in accordance with the salary overpayment policy of the Agency.

20.7 Variation or Cancellation of Annualised Arrangement

- (a) The working hours of seasonal administrative employees may be varied with one month's written notice, provided that the employee is given a reasonable opportunity to achieve their agreed hours requirement for the settlement period.
- (b) The annualised hours requirement may be varied at any stage by agreement between the employee and the Employer.
- (c) In the event that the employee and Employer cannot reach agreement to vary the annualised hours requirement, the Employer is not to vary the arrangements until the commencement of a new settlement period.
- (d) The annualised working arrangement outlined in this clause may only be cancelled by consent, or by the Employer at the conclusion of the settlement period.
- (e) Notwithstanding the provisions of 20.1 (b) the Employer may not terminate an employee's employment if the Employer cancels an annualised working arrangement without employee consent.

20.8 Pro-Rata Reconciliation Arrangements

- (a) When a seasonal administrative employee
- i) acts in, or transfers to, another position within the Department;
 - ii) resigns, retires or terminates their employment with the Employer;
 - iii) has their annualised hours requirement varied or cancelled in accordance with 20.7

or;

iv) in any other way ceases to be a seasonal administrative employee,

the balance of the hours owed, or to be paid, will be calculated on a pro-rata basis.

(b) Where a seasonal administrative employee transfers and the period of transfer is for a temporary period of less than one (1) calendar month, the employee's status or annualised hours requirement shall not be adjusted.

21. LEAVE DURING PEAK PERIODS (REGIONAL SERVICES STAFF)

21.1 Regional Services staff, including Fisheries and Marine Officers, can take one week of annual leave during peak periods. An Employee who has cleared all of their annual leave may utilise long service leave for this purpose. The rostering of this leave is to be managed at the local level. The parties recognise the need for sufficient staff to be rostered on to ensure that operational needs are met and that this will be a factor in determining the timing of this leave during peak periods.

21.2 Employees have the right to request additional leave, and priority will be given to those who apply on compassionate grounds or in exceptional circumstances; however all requests will be considered subject to an assessment of the impact of the additional leave on service delivery.

21.3 For the purposes of this subclause peak periods shall include the following:

- (a) Metropolitan Region – 15 October to 15 April
- (b) Southern Region – 1 November to 31 January and 13 March to 13 May
- (c) Mid West Region – 1 December to 31 May
- (d) Gascoyne Region – 15 March to 30 September
- (e) North Region – 15 March to 30 September

22. SUB ANTARCTIC OCEAN-GOING ALLOWANCE

22.1 An Employee covered by the provisions of the Allowances Award who is required to live on board a vessel engaging in duties south of the Sub-Antarctic Convergence shall be entitled to an allowance of \$150 per day for each day spent on board a vessel (including days spent en route to or from).

22.2 The Sub Antarctic Ocean-going Allowance shall be paid in lieu of any other Hard Living Allowance prescribed in this Agency Specific Agreement and the Hard Living Allowance prescribed in Clause 52(3) of the Award.

23. TRANSITION- ANNUALISED WORKING ARRANGEMENTS FOR FISHERIES AND MARINE OFFICERS

23.1 All hours worked by Fisheries and Marine Officers from 1 July 2010 to 30 June 2011 shall be recorded within one settlement period.

23.2 The Department will not seek to recover allowances paid to Seagoing Fisheries and Marine Officers as part of their salary in the period from 1 July 2010 to the operative date of the Agreement.

24. SIGNATURES OF PARTIES

..... Date

Stuart Smith
Chief Executive Officer
Department of Fisheries

..... Date

Toni Walkington
General Secretary
The Civil Service Association of WA Inc

VARIATION RECORD

Department of Fisheries Agency Specific Agreement 2011

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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**APPENDIX A
FISHERIES AND MARINE OFFICER SALARY**

	PSGA SALARY As at 1 st pay period on or after 1 April 2010	15% Commuted Overtime	Weekend 31 days at 62.5%	Public Holidays 4 days at 150%	ANNUAL SALARY
LEVEL 2					
1st yr	\$48,730	7,309.50	\$3,619.73	\$1,120.95	\$60,780
2nd yr	\$50,056	7,508.40	\$3,718.22	\$1,151.45	\$62,434
3rd yr	\$51,454	7,718.10	\$3,822.07	\$1,183.61	\$64,178
4th yr	\$52,916	7,937.40	\$3,930.67	\$1,217.24	\$66,001
LEVEL 3					
1st yr	\$55,913	8,386.95	\$4,153.29	\$1,286.18	\$69,739
2nd yr	\$57,466	8,619.90	\$4,268.65	\$1,321.90	\$71,676
3rd yr	\$59,065	8,859.75	\$4,387.42	\$1,358.69	\$73,671
4th yr	\$60,707	9,106.05	\$4,509.39	\$1,396.46	\$75,719
LEVEL 4					
1st yr	\$62,959	9,443.85	\$4,676.67	\$1,448.26	\$78,528
2nd yr	\$64,723	9,708.45	\$4,807.71	\$1,488.84	\$80,728
3rd yr	\$66,538	9,980.70	\$4,942.53	\$1,530.59	\$82,992
LEVEL 5					
1st yr	\$70,037	10,505.55	\$5,202.44	\$1,611.08	\$87,356
2nd yr	\$72,399	10,859.85	\$5,377.89	\$1,665.41	\$90,302
3rd yr	\$74,854	11,228.10	\$5,560.25	\$1,721.88	\$93,364
4th yr	\$77,405	11,610.75	\$5,749.74	\$1,780.56	\$96,546

APPENDIX B – Serious Offences Unit Allowance

- 1.1 The Serious Offences Unit Allowance prescribed in this Appendix shall be payable from 9 July 2010 to eligible employees who remain employed as at the date of registration of this agreement.
- 1.2 Fisheries and Marine Officers appointed to Investigator positions in the Serious Offences Unit of the Department shall receive an annual allowance of 10% of the level 5.1 salary in the General Agreement which shall be payable on a fortnightly basis and continue to be paid during periods of paid leave.
- 1.3 Payment of the allowance shall be suspended during periods of leave without pay or parental leave without pay.
- 1.4 The allowance prescribed by subclause 1.2 is in exchange or substitution for any out of hours contact allowance entitlements provided for under the Award, Allowances Award and General Agreement, arising from:
 - Out of hours contact and availability to return to work when directed in connection with the operational requirements of the Department.
 - Out of hours phone contact not requiring a return to work (ie: the provision of investigative and procedural advice via phone).
 - Out of hours availability associated with undercover deployments.
 - Out of hours availability in connection with the deployment and monitoring of surveillance devices.
- 1.5 Fisheries and Marine Officers shall not be required to remain on out of hours availability during periods of paid leave.
- 1.6 The Department shall, where practicable, relieve employees of a requirement to remain on out of hours availability for a minimum of 5 days per month.
- 1.7 All time worked in excess of 15 minutes per occasion whilst on out of hours availability shall be recorded as time worked, however the minimum payment provision in 10 (9)(d) shall not apply where an employee is not required to travel in order to return to duty.
- 1.8 Serious Offences Unit Fisheries and Marine Officers who occupy non-Investigator positions, which generally do not require out of hours availability, shall be ineligible for payment of the allowance in subclause 1.1. The Director, Regional Services may direct such officers to remain on out of hours contact as required, for which they will be paid Out of Hours Contact Allowances pursuant to clause 22 (6) of the Award.

DEPARTMENT OF FISHERIES AGENCY SPECIFIC AGREEMENT 2011

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED AND THE CHIEF EXECUTIVE OFFICER, DEPARTMENT OF FISHERIES	APPLICANT
	-v-	
	(NOT APPLICABLE)	RESPONDENT
CORAM	PUBLIC SERVICE ARBITRATOR COMMISSIONER S M MAYMAN	
DATE	FRIDAY, 25 FEBRUARY 2011	
FILE NO	P 1 OF 2011	
CITATION NO.	2011 WAIRC 00158	

Result Order issued

Representation

Applicants Mr S Farrell on behalf of The Civil Service Association of Western
Australia Incorporated
Ms J Lukosius on behalf of the Chief Executive Officer, Department of
Fisheries

Order

HAVING heard Mr S Farrell on behalf of The Civil Service Association of Western Australia Incorporated and Ms J Lukosius on behalf of the Chief Executive Officer, Department of Fisheries, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979* (The Act) hereby orders:

1. THAT the Department of Fisheries Agency Specific Agreement 2011 in the terms of the agreement filed on 15 February 2011 and amended by consent at the hearing on the 25 February 2011, be registered pursuant to s 41 of the Act as an industrial agreement.

2. THAT this agreement replaces the Department of Fisheries Agency Specific Agreement 2010.

COMMISSIONER S M MAYMAN
PUBLIC SERVICE ARBITRATOR