

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

Q-COMP - Certified Agreement 2009
(CA/2009/141)

DEPUTY PRESIDENT SWAN

4 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 4 December 2009 the Commission certifies the following written agreement:

Q-COMP - Certified Agreement 2009 (CA/2009/141) [as amended]

made between:

- Workers' Compensation Regulatory Authority (Q-COMP) (ABN 67 668 330 900)
- The Queensland Public Sector Union of Employees

The agreement was certified by the Commission on 4 December 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 4 December 2009) until its nominal expiry on 30 September 2012.

This agreement replaces CA/2007/19 (Q-COMP Certified Agreement 2006).

By the Commission.

D.A. SWAN
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Workers' Compensation Regulatory Authority
ABN 67 668 330 900

AND

Queensland Public Sector Union
ABN 53 742 074 025
(No. CA_ of 2009)

Q-COMP – CERTIFIED AGREEMENT 2009

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 2009 between the Workers' Compensation Regulatory Authority, ABN 67 668 330 900 and the Queensland Public Sector Union ABN 53 742 074 025, witnesses that the parties mutually agree as follows:

TABLE OF CONTENTS

Subject Matter	Clause No.
PART 1 – PRELIMINARY	
Title 1.1	
Agreement coverage	1.2
Date and period of operation	1.3
Posting of agreement	1.4
Relationship to parent award	1.5
Objectives of agreement	1.6
Definitions 1.7	
No further claims	1.8
Flexibility 1.9	
PART 2 – WAGES	
Wages	2.1
Performance Linked to Salary	2.2
No Loss of Show Day	2.3
PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT	
Part time employment	3.1
Employment security	3.2
Workload review	3.3
Commitment to training	3.4
Casual Employment	3.5
Classification of positions	3.6
Flexible working arrangements	3.7
Workplace bullying and harassment	3.8
Client aggression	3.9
Cultural leave	3.10
Paid parental leave	3.11
Climate change	3.12

PART 4 – BANK TIME

Banked Time Guidelines	4.1
Compensation for Approved Hours Worked	4.2

PART 5 – UNION RELATED MATTERS

Industrial relations education leave	5.1
Union encouragement.....	5.2
Collective industrial relations	5.3
Union delegates	5.4
Dispute avoidance and settlement procedure	5.5
Q-COMP consultative committee	5.6

PART 6 – SALARY PACKAGING

PART 7 – ILO CONVENTIONS

PART 8 – REVIEW OF PARENT AWARD

PART 1 – PRELIMINARY**1.1 Title**

This Agreement shall be known as the Q-COMP - Certified Agreement 2009.

1.2 Agreement coverage

- (a) This Agreement shall be binding upon the Workers' Compensation Regulatory Authority (Q-COMP), the Queensland Public Sector Union (QPSU) and employees of Q-COMP for whom rates of pay are prescribed by this Agreement
- (b) Senior employees are not covered by this Agreement.

1.3 Date and period of operation

This agreement shall operate from the date of certification until the nominal expiry date of 30 September 2012.

1.4 Posting of agreement

A true copy of this agreement will be exhibited in a conspicuous and convenient place on the premises and on the intranet facilities of the employer so as to be easily read by employees.

1.5 Relationship to parent award

This agreement shall be read and interpreted wholly in conjunction with the WorkCover Queensland Award – State 2003 (the Award) subject to Part 8, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

1.6 Objectives of agreement**1.6.1 Main Objectives of Agreement**

The main shared objectives of the parties under this Agreement are to:

- (a) Implement initiatives to improve customer service, productivity and efficiency in Q-COMP; and
- (b) Provide incentives to pursue the initiatives specified in (a).

1.6.2 Equity Considerations

- (a) This agreement will achieve the principle objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. Q-COMP will respect and value the diversity of its employees through helping to prevent and eliminate discrimination.
- (b) In addition, 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*.

1.7 Definitions

1.7.1 Employee

“Employee” means a public service employee employed by Q-COMP under and within the meaning of the *Public Service Act 2008*.

1.7.2 Senior Employee

“Senior Employee” means an employee whose superannuable salary is in excess of the highest salary prescribed by this Agreement. Provided that "senior employee" also includes an employee in respect of which the *WorkCover Queensland - Certified Agreement 2003* and previous certified agreements had no application.

1.7.3 Chief Executive Officer

“Chief Executive officer” means the Chief Executive Officer of Q-COMP or delegate.

1.8 No further claims

- (a) This agreement is in full and final settlement of all parties’ claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.
- (b) This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (c) It is agreed that the following changes may be made to employees’ rights and entitlements during the life of this agreement:
 - a. General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - b. Any improvements in conditions that are determined on a whole-of-government basis; and
 - c. Reclassifications.
- (d) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in the Award, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- (e) It is agreed that, unless inconsistent with this agreement, any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Service Act 2008* will be applied.

1.9 Flexibility

The provisions of this agreement and the provisions of all other Industrial Instruments applying to Q-COMP may be varied by mutual agreement between management, the QPSU and employees to accommodate operational requirements and to increase efficiency and flexibility in the workplace. Such variation is subject to the following conditions:

- (a) The agreement must be genuinely and freely entered into by management and employees directly affected by its terms;
- (b) Where the agreement involves more than one employee, there must be genuine agreement by the majority of employees directly affected by its terms, with consensus wherever possible the basis for consent to the agreement;
- (c) The terms of the agreement must be in writing and must incorporate a review period;
- (d) Appropriate consideration must be given to the potential impact on employees with family responsibilities, occupational health and safety and on specific employee groups;
- (e) Employees directly affected by the agreement must be given a copy of the agreement and further copies upon request;
- (f) Proposals are not to be unreasonably opposed; and
- (g) Employees may be represented during negotiations by a representative including a union representative.
- (h) Any variation to the agreement will be undertaken in accordance with the requirements of the *Industrial Relations Act 1999*.

PART 2 – WAGES

2.1 Wages

2.1.1 Increases

The following increases will apply during the life of this agreement:

- | | |
|--------------------|---|
| (a) 1 October 2009 | 4.5% or \$34.00 per week (whichever is the greater) |
| (b) 1 October 2010 | 4% or \$34.00 per week (whichever is the greater) |
| (c) 1 October 2011 | 4% or \$34.00 per week (whichever is the greater) |

2.1.3 *Salary Rates*

The schedule of salary rates is contained in Schedule A.

2.2 **Performance Linked to Salary**

2.2.1 *Performance Ratings*

Employees who achieve a rating of meeting, exceeding or outstanding for the Annual Review (as per the Performance Management and Development process) shall be entitled to progress the following number of pay points subject to the sections below in relation to New Employees/Promotions and Leave Without Pay:

Outstanding in all aspects of the role	4 pay points
Exceeds Q-COMP's expectations of the role	3 pay points
Meets Q-COMP's expectations of the role	2 pay points

2.2.2 *Application of Performance based Salary Increases*

- (a) Annual remuneration reviews are payable with effect from 1 October each year unless the Annual Remuneration Review has been deferred because an employee did not achieve a rating of meeting, exceeding or outstanding.
- (b) Employees who commenced employment or were promoted before 1 April shall be entitled to a full Annual Remuneration Review on 1 October of that year subject to meeting Q-COMP'S expectations of the role.
- (c) Employees who commenced employment or were promoted between 1 April and 31 July inclusive shall be entitled to an Annual Remuneration Review of one pay point for that year subject to meeting Q-COMP's expectations of the role.
- (d) Employees who commence or are promoted after 31 July are not entitled to an Annual Remuneration Review until 1 October in the following year.

2.3 **No Loss of Show Day**

- (a) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day of in lieu, to be taken by mutual agreement with the employee's supervisor.
- (b) Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Part time employment

3.1.1 *Application for part time employment*

Any employee of Q-COMP may make an application for part time employment. The Chief Executive Officer may approve or reject the application. An application for part time employment may be approved on the following basis:

- (a) A permanent change of employment status to part time; or
- (b) A change of employment status to part time for a specified period; or
- (c) A change in the weekly hours of employment.

3.2 Employment Security

- 3.2.1 No forced redundancies of permanent employees shall occur during the life of the Agreement. Where changes to employment arrangements of permanent employees are necessary, Q-COMP will actively pursue retraining and redeployment opportunities for affected employees.
- 3.2.2 During the life of this Agreement major organisational change will only occur if there are demonstrated benefits to Q-COMP or stakeholders. Q-COMP will inform the QPSU via its delegates as soon as possible of proposed significant organisational changes.
- 3.2.3 Q-COMP does not intend to increase the level of contracting-out of services during the life of this Agreement. Q-COMP reserves the right to contract-out work where the available skills do not exist within Q-COMP, or there is no ongoing requirement for employees with these skills, or where efficiencies will result.

- 3.2.4 Q-COMP will provide information to the QPSU via its delegates on employment practices in relation to the use of temporary and casual employment and the use of labour hire firms. Q-COMP agrees to review this information on a quarterly basis via the Consultative Committee.
- 3.2.5 The Directive on Recruitment and Selection issued by the Public Service Commission Chief Executive, and as updated from time to time, will facilitate the conversion of temporary employees after the relevant period under certain circumstances.
- 3.2.6 All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will continue to apply for the life of this Agreement.
- 3.2.7 Q-COMP must provide relevant information to QPSU via its delegates when it intends to apply the provisions of the directive relating to early retirement, redundancy and retrenchment where a position or function may be genuinely redundant or an employee is to possibly be retrenched. Such information must be provided at the same time Q-COMP's intentions are communicated to the affected employee. An affected employee must be provided with sufficient notice of Q-COMP's intention to make a position redundant or retrench the employee to allow the employee to seek relevant independent advice.

3.3 Workload Review

Q-COMP is committed to working with all its employees and the QPSU to address workload management issues. The parties agree that the Consultative Committee will deal with the issue of workload management. The activities of the Consultative Committee in the area of workload management should include, but not be limited to, the following:

- (a) to undertake research on local workload management issues;
- (b) to address specific workload issues referred by staff of work units, union officials and/or management;
- (c) to develop expedient processes for referral of workload issues to the Consultative Committee;
- (d) based on research, develop strategies to improve immediate and long term workload issues;
- (e) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety officer;
- (f) to review workload allocation to provide consistency to employees across the agency in relation to allocation of claims and policies; and review allocation based on the skills and experience of individual employees.

3.4 Commitment to Training and Progression

3.4.1 Training

The parties are committed to a highly trained and effective workforce. The parties agree that this involves a commitment to the provision of training appropriate to the needs of the business and the individual. This may be provided through a variety of modes including on the job training, accredited courses and professional development programs which will be discussed and agreed between the individual and their relevant manager.

3.4.2 To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development and workforce planning. The objective of this approach is to improve workforce capability and Q-COMP's service delivery while enhancing job satisfaction and employee's personal growth.

3.4.3 The following principles will apply:

- Training will be available in accordance with the National Public Service Training Package or agreed alternative accredited programs relevant to the needs of the business and the individual.
- Subject to further discussions between the individual and their manager or team leader, the parties agree in-principle to access Q-COMP supported training programs with the relevant Australian Qualification Framework (AQF) levels or equivalent. Accredited courses will be reviewed regularly to confirm currency and relevancy.
- The accredited training will be made available to all employees in all classification levels and this training will be provided in accordance with the Q-COMP Study Assistance Program. Relevant accredited training shall be classified as 'Highly Desirable' for the purpose of Study Assistance.

3.4.4 Progression

Q-COMP will support employees who wish to progress, and who display the necessary aptitude, behaviours and attitude, to progress to a senior employee positions where suitable vacancies exist. Q-COMP will do this by providing those employees with access to training and development opportunities that are appropriate to the employees' circumstances.

3.5 Casual Employment

Q-COMP is committed to the use of permanent employment where such employment meets business needs. The parties acknowledge that casual employment is appropriate when the hours to be worked are:

- (a) Irregular; or
- (b) Full time or part time for a defined period which should not normally exceed four (4) weeks; or
- (c) Where a return-to-work program is appropriate.

3.6 Classification of Positions

Employees may request a job evaluation of the grade of their current position. Q-COMP will undertake a job evaluation if provided with information demonstrating that their existing grade is no longer appropriate. Where there continues to be a dispute over classification levels the parties shall progress the matters under the provisions of clause 5.5 Dispute Avoidance and Settlement Procedure.

3.7 Flexible Working Arrangements

Q-COMP recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. The parties agree to retain access to flexible working arrangements for employees during the life of this agreement. Q-COMP will continue to monitor the development of work-life balance initiatives by the Queensland Government for inclusion where reasonably practicable within Q-COMP. The parties agree that requests by employees to access work-life balance policies must not unreasonably be refused.

Workplace arrangements supported by Q-COMP to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):

- Leave arrangements – annual leave, special leave, study/training leave, leave for voluntary work, purchased leave and flexible access to long service leave
- Policies relating to parenting and pregnancy – paid/unpaid and half paid parental leave, pre-natal leave, spousal leave, adoption leave
- Flexible working arrangements – e-commuting, work-from-home, job sharing, part-time, bank time, transition to retirement, staggered hours
- Additional work provisions – employee assistance programs, wellness programs, work place and home work place assessments, community and charity support

3.8 Workplace Bullying and Harassment

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

3.9 Client Aggression

Q-COMP has implemented stringent policies and procedures to ensure the workplace health and safety aspects for our employees are covered and maintained. The parties recognise that client aggression is one such issue that may affect the workplace and agree that violence and aggression by clients towards staff is not acceptable. Q-COMP has undertaken to annually review these policies and procedures and in particular the Emergency response procedure and the associated safety equipment. All employees are provided with workplace health and safety inductions on commencement and regular awareness sessions will be conducted.

3.10 Cultural Leave

Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 40A of the *Industrial Relations Act 1999*. In addition, eligible employees may also access cultural leave:

- as recreation leave;
- as unpaid special leave;
- in lieu of public holidays (where operational circumstances permit);
- as accrued time leave; or
- at the required time with such time made up at a later date.

3.11 Paid Parental Leave

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

3.12 Climate Change

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and workers alike. Q-COMP recognises that staff play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve the Government's sustainability objectives.

PART 4 – BANK TIME

4.1 Banked Time Guidelines

4.1.1 Notwithstanding the provisions of the Award, any Banked Time Guidelines will provide that:

- (a) employees may accrue a banked time balance of 14.5 hours before seeking the approval of their manager/ team leader to work more than 7.25 hours on any day;
- (b) employees are to notify their manager when their banked time balance reaches 12 hours;
- (c) the approval to accrue up to 14.5 hours does not mean that employees are entitled to work a 9 day fortnight; and
- (d) the inclusion of a provision relating to Hours of Work Arrangements which states: "The needs of employees with family responsibilities, balanced against business needs, should be considered in determining the hours of work arrangements to apply to a work unit."

4.2 Compensation for Approved Hours Worked

- 4.2.1 Employees are to be compensated for all approved hours worked.
- 4.2.2 Banked time accrued will be taken at a time agreed between management and the employee concerned.
- 4.2.3 Any overtime worked will be compensated in accordance with the relevant overtime provisions of the WorkCover Queensland Award – State 2003
- 4.2.4 Employees may raise any concerns with Q-COMP management or to the QPSU via its delegates, about the compensation for approved hours worked in accordance with clause 5.5 Disputes Avoidance and Settlement Procedure.

PART 5 – UNION RELATED MATTERS

5.1 Industrial Relations Education Leave

- 5.1.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 5.1.2 Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of clause 5.1.1.
- 5.1.2 Employees may be granted up to 5 working days paid time off per calendar year to attend Industrial Relations Education Sessions approved by the Chief Executive Officer or delegate. Leave exceeding 5 working days may be granted where approved structured training courses extend beyond 5 working days.
- 5.1.3 Employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and the ACTU Congress.
- 5.1.4 The granting of industrial relations education leave or any additional leave should not impact adversely on customer service, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time leave should not be unreasonably refused.
- 5.1.5 At the discretion of the Chief Executive Officer, employees may be granted special leave without pay to undertake work with the Queensland Public Sector Union.

5.2 Union Encouragement

- 5.2.1 Q-COMP recognises the right of individuals to join a union. However, it is acknowledged by the parties to the Agreement that union membership remains at the discretion of individuals.
- 5.2.2 Subject to the Queensland Public Service Union providing relevant documentation, an application for union membership will be provided to all employees at the point of engagement.
- 5.2.3 Subject to the Queensland Public Service Union providing relevant documentation, information on the Queensland Public Service Union will be included in induction materials.
- 5.2.4 A union representative will be provided with the opportunity to discuss union membership with new employees.
- 5.2.5 Q-COMP is to provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- 5.2.6 Q-COMP also is required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the relevant agency and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s373 (3) of the *Industrial Relations Act 1999*.

5.3 Collective Industrial Relations

- 5.3.1 Q-COMP acknowledges that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions and the traditionally high levels of union membership in Q-COMP. It supports constructive relations between management and unions and recognises the need for the parties to work collaboratively in an open and accountable way.
- 5.3.2 Q-COMP as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- 5.3.3 Q-COMP is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.

5.4 Union Delegates

- 5.4.1 Q-COMP acknowledges the constructive role that democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- 5.4.2 Q-COMP employees will be given full access to union delegates/officials during working hours to discuss any employment matter or to seek union advice, provided that there is no impact on customer service and work requirements are not unduly affected.
- 5.4.3 Provided that customer service and work requirements are not affected, delegates will be provided with convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 5.4.5 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

5.5 Dispute Avoidance and Settlement Procedure

5.5.1 *Objectives of procedure*

The objectives of this procedure are the avoidance and resolution of any disputes over matters, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

5.5.2 *Status Quo*

Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. 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.

5.5.3 Provision of information

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

5.5.4 Procedure

In the event of any disagreement between the parties on the interpretation of this agreement or any other industrial matter, as defined in the *Industrial Relations Act 1999*, the following procedures shall apply:

- (a) The matter is to be discussed by the employee's nominated representative and/or the employee(s) concerned, where appropriate, and the immediate manager in the first instance. The discussion should occur within 24 hours and the procedure should not extend beyond 7 days.
- (b) If the matter is not resolved as per (a) above, it shall be referred by the employee(s) nominated representative and/or employee(s) concerned to the appropriate management representative who shall arrange a conference of parties to discuss the matter. The Consultative Committee may be considered as an appropriate forum at this point. The process should not extend beyond 7 days.
- (c) If the matter remains unresolved it shall be referred to the employee and/or their nominee and the Executive Officer and/or nominee for discussion and appropriate action. This process should not exceed 14 days.
- (d) If the matter is not resolved then it may be referred by the QPSU or Q-COMP to the Queensland Industrial Relations Commission for conciliation or, if necessary, arbitration.
- (e) In lieu of the above, Q-COMP and the QPSU may agree on a course of action to resolve the issue. If Q-COMP and the QPSU are unable to resolve the issue they may then seek the application of the above process.

5.6 Q-COMP Consultative Committee

5.6.1 A Q-COMP Consultative Committee should meet on a needs basis. Either party may request that a meeting be scheduled within one fortnight of the date of request. Such requests may not be unreasonably refused.

5.6.2 The Consultative Committee shall be comprised of Q-COMP management and QPSU representatives.

5.6.3 The implementation of a Consultative Committee does not preclude the QPSU from making representations to Q-COMP on specific issues outside the Consultative Committee forum.

5.6.4 The Consultative Committee will be used to facilitate consultation on a broad range of issues, including but not limited to:

- matters arising from this agreement
- organisational matters such as the review of, changes to or introduction of new workforce management policies
- Government sustainability objectives in regard to responding to risks of dangerous climate change.

PART 6 – SALARY PACKAGING

6.1 Salary packaging is available to Q-COMP employees covered by this agreement.

6.2 Q-COMP will apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or variations in taxation are to be passed to employees as part of their salary package;
- (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is **strongly recommended** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
- (e) the Employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
- (f) there will be no significant additional administration workload or other ongoing costs to the employer;
- (g) any administrative and fringe benefit tax costs are to be met by the employee;
- (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.

6.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.

- 6.4 Employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 7 – ILO CONVENTIONS

- 7.1 Q-COMP as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all its employees.

PART 8 – REVIEW OF PARENT AWARD

- 8.1 The parties agree to undertake a joint review of the Award prescribed in clause 1.5 during the life of the agreement to assist to identify potential Award options for Q-COMP and its employees.
- 8.2 The review is to be completed by 1 October 2011.

Signed for and on behalf of Q-COMP: Elizabeth Woods
In the presence of: Michelle Brooker

Signed for and on behalf of the Queensland Public Sector Union: Alex Scott
In the presence of: Kate Flanders

SCHEDULE A – SALARY RATES FROM 1 OCTOBER 2009

Grade	Pay Point	Per Fortnight	Per Annum	Grade	Pay Point	Per Fortnight	Per Annum	
1	1	\$1,014.80	\$26,475	5	1	\$2,960.10	\$77,227	
	2	\$1,033.90	\$26,974		2	\$3,000.10	\$78,270	
	3	\$1,141.20	\$29,773		3	\$3,056.20	\$79,734	
	4	\$1,160.40	\$30,274		4	\$3,124.20	\$81,508	
	5	\$1,217.90	\$31,774		5	\$3,180.40	\$82,974	
	6	\$1,237.10	\$32,275		6	\$3,228.40	\$84,227	
	Age 21	7	\$1,409.60		\$36,775	7	\$3,304.50	\$86,212
		8	\$1,436.40		\$37,475	8	\$3,356.50	\$87,569
		9	\$1,455.50		\$37,973	9	\$3,420.70	\$89,244
		10	\$1,482.40		\$38,675	10	\$3,488.70	\$91,018
11		\$1,505.40	\$39,275	6	11	\$3,536.80	\$92,273	
12		\$1,543.70	\$40,274		1	\$3,392.60	\$88,511	
13		\$1,562.90	\$40,775		2	\$3,464.70	\$90,392	
14		\$1,594.10	\$41,589		3	\$3,536.80	\$92,273	
15		\$1,614.20	\$42,113		4	\$3,617.00	\$94,365	
16		\$1,642.20	\$42,844		5	\$3,693.00	\$96,348	
17	\$1,666.30	\$43,473	6		\$3,765.10	\$98,229		
18	\$1,702.30	\$44,412	7		\$3,841.20	\$100,214		
Graduate	19	\$1,726.30	\$45,038		8	\$3,917.40	\$102,202	
	20	\$1,758.40	\$45,875		9	\$3,989.50	\$104,083	
	21	\$1,794.50	\$46,817	10	\$4,069.50	\$106,170		
	22	\$1,826.50	\$47,652	11	\$4,141.60	\$108,051		
	23	\$1,854.60	\$48,385					
	24	\$1,890.60	\$49,324					
	25	\$1,926.70	\$50,266					
	2	1	\$1,882.60	\$49,116				
		2	\$1,914.60	\$49,951				
		3	\$1,962.70	\$51,205				
4		\$1,994.70	\$52,040					
5		\$2,026.80	\$52,878					
6		\$2,066.80	\$53,921					
7		\$2,110.90	\$55,072					
8		\$2,155.00	\$56,222					
9		\$2,195.00	\$57,266					
10		\$2,239.00	\$58,414					
3	11	\$2,271.10	\$59,251					
	1	\$2,231.10	\$58,208					
	2	\$2,267.10	\$59,147					
	3	\$2,311.10	\$60,295					
	4	\$2,339.20	\$61,028					

Grade	Pay Point	Per Fortnight	Per Annum	Grade	Pay Point	Per Fortnight	Per Annum
4	5	\$2,383.20	\$62,176				
	6	\$2,423.40	\$63,225				
	7	\$2,451.40	\$63,955				
	8	\$2,507.50	\$65,419				
	9	\$2,547.50	\$66,462				
	10	\$2,591.50	\$67,610				
	11	\$2,631.60	\$68,657				
	1	\$2,571.50	\$67,089				
	2	\$2,619.60	\$68,343				
	3	\$2,651.60	\$69,178				
	4	\$2,691.70	\$70,225				
5	\$2,739.80	\$71,479					
6	\$2,775.80	\$72,419					
7	\$2,831.80	\$73,880					
8	\$2,891.90	\$75,448					
9	\$2,956.10	\$77,123					
10	\$2,996.10	\$78,166					
11	\$3,032.20	\$79,108					

SCHEDULE A – SALARY RATES 1 OCTOBER 2010

Grade	Pay Point	Per Fortnight	Per Annum	Grade	Pay Point	Per Fortnight	Per Annum
1	1	\$1,082.80	\$28,249	5	1	\$3,078.50	\$80,316
	2	\$1,101.90	\$28,748		2	\$3,120.10	\$81,401
	3	\$1,209.20	\$31,547		3	\$3,178.40	\$82,922
	4	\$1,228.40	\$32,048		4	\$3,249.20	\$84,769
	5	\$1,285.90	\$33,548		5	\$3,307.60	\$86,293
	6	\$1,305.10	\$34,049		6	\$3,357.50	\$87,595
Age 21	7	\$1,477.60	\$38,550	7	\$3,436.70	\$89,661	
	8	\$1,504.40	\$39,249	8	\$3,490.80	\$91,072	
	9	\$1,523.50	\$39,747	9	\$3,557.50	\$92,813	
	10	\$1,550.40	\$40,449	10	\$3,628.20	\$94,657	
	11	\$1,573.40	\$41,049	11	\$3,678.30	\$95,964	
	12	\$1,611.70	\$42,048	6	1	\$3,528.30	\$92,051
	13	\$1,630.90	\$42,549		2	\$3,603.30	\$94,008
	14	\$1,662.10	\$43,363		3	\$3,678.30	\$95,964
	15	\$1,682.20	\$43,887		4	\$3,761.70	\$98,140
	16	\$1,710.20	\$44,618		5	\$3,840.70	\$100,201
	17	\$1,734.30	\$45,247		6	\$3,915.70	\$102,158
	18	\$1,770.40	\$46,188		7	\$3,994.80	\$104,221

Grade	Pay Point	Per Fortnight	Per Annum	Grade	Pay Point	Per Fortnight	Per Annum	
Graduate	19	\$1,795.40	\$46,841	8				
	20	\$1,828.70	\$47,709		9	\$4,074.10	\$106,290	
	21	\$1,866.30	\$48,690		10	\$4,149.10	\$108,247	
	22	\$1,899.60	\$49,559		11	\$4,232.30	\$110,418	
	23	\$1,928.80	\$50,321			\$4,307.30	\$112,374	
	24	\$1,966.20	\$51,297					
	25	\$2,003.80	\$52,278					
	2	1	\$1,957.90		\$51,080			
		2	\$1,991.20		\$51,949			
		3	\$2,041.20		\$53,253			
		4	\$2,074.50		\$54,122			
5		\$2,107.90	\$54,994					
6		\$2,149.50	\$56,079					
7		\$2,195.30	\$57,274					
8		\$2,241.20	\$58,471					
9		\$2,282.80	\$59,557					
10		\$2,328.60	\$60,752					
11		\$2,361.90	\$61,620					
3	1	\$2,320.30	\$60,535					
	2	\$2,357.80	\$61,513					
	3	\$2,403.50	\$62,706					
	4	\$2,432.80	\$63,470					
	5	\$2,478.50	\$64,662					
	6	\$2,520.30	\$65,753					
	7	\$2,549.50	\$66,515					
	8	\$2,607.80	\$68,036					
	9	\$2,649.40	\$69,121					
	10	\$2,695.20	\$70,316					
	11	\$2,736.90	\$71,404					
4	1	\$2,674.40	\$69,773					
	2	\$2,724.40	\$71,078					
	3	\$2,757.70	\$71,946					
	4	\$2,799.40	\$73,034					
	5	\$2,849.40	\$74,339					
	6	\$2,886.80	\$75,315					
	7	\$2,945.10	\$76,836					
	8	\$3,007.60	\$78,466					
	9	\$3,074.30	\$80,206					
	10	\$3,115.90	\$81,292					
	11	\$3,153.50	\$82,273					

SCHEDULE A – SALARY RATES 1 OCTOBER 2011

Grade	Pay Point	Per Fortnight	Per Annum	Grade	Pay Point	Per Fortnight	Per Annum	
1	1	\$1,150.80	\$30,024	5	1	\$3,201.60	\$83,527	
	2	\$1,169.90	\$30,522		2	\$3,244.90	\$84,657	
	3	\$1,277.20	\$33,321		3	\$3,305.50	\$86,238	
	4	\$1,296.40	\$33,822		4	\$3,379.20	\$88,161	
	5	\$1,353.90	\$35,322		5	\$3,439.90	\$89,745	
	6	\$1,373.10	\$35,823		6	\$3,491.80	\$91,099	
	Age 21	7	\$1,545.60		\$40,324	7	\$3,574.20	\$93,248
		8	\$1,572.40		\$41,023	8	\$3,630.40	\$94,715
		9	\$1,591.50		\$41,521	9	\$3,699.80	\$96,525
		10	\$1,618.40		\$42,223	10	\$3,773.30	\$98,443
11		\$1,641.40	\$42,823	6	11	\$3,825.40	\$99,802	
12		\$1,679.70	\$43,822		1	\$3,669.40	\$95,732	
13		\$1,698.90	\$44,323		2	\$3,747.40	\$97,767	
14		\$1,730.10	\$45,137		3	\$3,825.40	\$99,802	
15		\$1,750.20	\$45,661		4	\$3,912.20	\$102,067	
16		\$1,778.60	\$46,402		5	\$3,994.30	\$104,208	
17	\$1,803.70	\$47,057	6		\$4,072.30	\$106,243		
18	\$1,841.20	\$48,036	7		\$4,154.60	\$108,391		
Graduate	19	\$1,867.20	\$48,714		8	\$4,237.10	\$110,543	
	20	\$1,901.80	\$49,617		9	\$4,315.10	\$112,578	
	21	\$1,941.00	\$50,639	10	\$4,401.60	\$114,835		
	22	\$1,975.60	\$51,542	11	\$4,479.60	\$116,870		
	23	\$2,006.00	\$52,335					
	24	\$2,044.80	\$53,347					
	25	\$2,084.00	\$54,370					
	2	1	\$2,036.20	\$53,123				
		2	\$2,070.80	\$54,026				
		3	\$2,122.80	\$55,382				
4		\$2,157.50	\$56,288					
5		\$2,192.20	\$57,193					
6		\$2,235.50	\$58,323					
7		\$2,283.10	\$59,564					
8		\$2,330.80	\$60,809					
9		\$2,374.10	\$61,939					
10		\$2,421.70	\$63,180					
3	11	\$2,456.40	\$64,086					
	1	\$2,413.10	\$62,956					
	2	\$2,452.10	\$63,974					
	3	\$2,499.60	\$65,213					

Grade	Pay Point	Per Fortnight	Per Annum	Grade	Pay Point	Per Fortnight	Per Annum
	4	\$2,530.10	\$66,009				
	5	\$2,577.60	\$67,248				
	6	\$2,621.10	\$68,383				
	7	\$2,651.50	\$69,176				
	8	\$2,712.10	\$70,757				
	9	\$2,755.40	\$71,886				
	10	\$2,803.00	\$73,128				
	11	\$2,846.40	\$74,261				
4	1	\$2,781.40	\$72,565				
	2	\$2,833.40	\$73,921				
	3	\$2,868.00	\$74,824				
	4	\$2,911.40	\$75,956				
	5	\$2,963.40	\$77,313				
	6	\$3,002.30	\$78,328				
	7	\$3,062.90	\$79,909				
	8	\$3,127.90	\$81,605				
	9	\$3,197.30	\$83,415				
	10	\$3,240.50	\$84,542				
	11	\$3,279.60	\$85,562				

