

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

WorkCover Employing Office - Certified Agreement 2011

Matter No. CA/2011/357

Commissioner Thompson

18 January 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 18 January 2012 the Commission certifies the following written agreement:

WorkCover Employing Office - Certified Agreement 2011 – CA/2011/357.

Made between:

WorkCover Queensland Employing Office (ABN 31 596 806 812)

AND

Together Queensland, Industrial Union of Employees.

The agreement was certified by the Commission on 18 January 2012 and shall operate from 18 January 2012 until its nominal expiry on 30 September 2014.

This agreement replaces WorkCover Employing Office - Certified Agreement 2008 [CA/2008/329].

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

WorkCover Employing Office
ABN 31 496 806 812

AND

Together Queensland, Industrial Union of Employees
ABN 44 901 734 369

(No. CA357 of 2011)

WORKCOVER EMPLOYING OFFICE - CERTIFIED AGREEMENT 2011

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 18 January 2012 between the WorkCover Employing Office, ABN 31 496 806 812, and Together Queensland, Industrial Union of Employees (Together) ABN 44 901 734 369, witnesses that the parties mutually agree as follows:

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PART 1 - PRELIMINARY

1.1 Title

This Agreement shall be known as the WorkCover Employing Office - Certified Agreement 2011.

1.2 Agreement coverage

- (a) This Agreement shall be binding upon the WorkCover Employing Office (the WCEO) and employees and Together.
- (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 2014.

1.4 Posting of agreement

A copy of this agreement shall be exhibited in a conspicuous and convenient place in all workplaces covered by this Agreement so as to be easily read by all 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), 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 the WCEO; 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*. The WCEO 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*.

1.6.3 Collective objectives

The parties to this Agreement also share the following objectives:

- (a) The development and maintenance of a secure, safe and enjoyable work place for all based on an environment of risk minimisation, transparency, trust, honesty, dedication, dignity and respect;
- (b) To enhance skill and competency levels of employees so as to provide them with satisfying work and career opportunities (transportable and company specific) and to value add to the organisation's skill base and marketability;
- (c) To maximise permanent part-time and full-time employment opportunities within the constraints of the business needs of the organisation;
- (d) The development and maintenance of a workplace free from harassment and/or bullying by any employee (whether covered by this agreement or not) and to ensure that any concerns or complaints may be raised by employees that protects them from retribution;

- (e) Ensuring that workloads are reviewed on a regular basis to ensure that workloads are appropriate and have been allocated on an equitable basis;
- (f) Ensuring that people's workloads allow an appropriate level of work/life balance; and
- (g) Ensuring that applications for leave, access to bank time and overtime are treated fairly and with equity across the organisation and ensures that both the needs of the individual and the organisation are met.
- (h) Acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and employees alike. WorkCover Queensland recognises that employees 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 WorkCover's sustainability objectives.

1.7 Definitions

1.7.1 Employee

"Employee" means a WorkCover Employing Office employee employed under and within the meaning of the *Worker's Compensation and Rehabilitation Act 2003*.

1.7.2 Senior Employee

"Senior Employee" means an employee whose superannuable salary is in excess of the highest salary prescribed by this Agreement.

1.7.3 Executive Officer

"Executive officer" means the Executive Officer of the WCEO or delegate.

1.7.4 Part Time

"Part time" employment shall mean permanent employment where the employee works a constant number of hours per week less than the ordinary number of hours prescribed for a full-time employee.

1.8 No further claims

1.8.1 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.

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

1.8.3 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.

1.9 Flexibility

The provisions of this agreement and the provisions of all other Industrial Instruments applying to the WCEO may be varied by mutual agreement between management, Together 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 it 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.***1.10 Review of certified agreement**

The parties undertake to commence discussions on a replacement certified agreement, 3 months prior to the expiry of this agreement.

PART 2 - WAGES**2.1 Wages***2.1.1 Increases*

The certified agreement will provide for salary increases of 2.5% per annum for three (3) years from 1 October 2011, plus an additional 0.5% per annum for three (3) years from 1 October 2011 to be funded through the following 'Productivity Savings Initiatives':

During the life of this agreement, Together and the employees covered by this agreement, commit to the successful implementation of the new customer service model. Specifically a commitment is given by all employees to:

1. Work towards the principles of an end-to-end approach, which underpins the customer service model.
2. Support the transition of employees from 280 Adelaide Street to the metro business centres.
3. Active support and participation in training related to the new customer service model.
4. Working more closely with our account managed employers and their employees to improve claim outcomes.
5. Contribute to the enhancement and streamlined workflow and processes of customer services and support divisions.

The measure of these commitments will include:

1. Feedback from the customer engagement surveys taken over the life of the agreement indicate an overall increase in customer engagement levels.
2. Favourable impact on WorkCover Queensland's claim budget (statutory and common law) by implementing the model in accordance with productivity commitments listed above and taking into consideration inflation and projected Queensland employee growth.
3. Complying with the transition timetable.
4. All teams must participate in processing workshops to review processes by August 2012 to support the customer service model.

The WorkCover Consultative Committee (WCC) will regularly (at least every 6 months) monitor the implementation of the new customer service model and the commitments outlined above.

2.1.2 Productivity Payment

The certified agreement will also provide a payment of \$500 which will be added to annual base salaries at the end of the certified agreement contingent upon all of the following criteria having been met:

- The 'Productivity Savings Initiatives' deliver savings in excess of those required to fund the additional 0.5% per annum wage component,
- The 'Productivity Savings Initiatives' also deliver the actual savings required to fund the payment of \$500 into annual base salaries for all employees covered by the certified agreement at that time, and
- The criteria developed by the parties to monitor and evaluate the implementation of the 'Productivity Savings Initiatives' confirm that the commitment of the parties have been met.

2.1.3 Salary Rates

- (a) The schedule of salary rates is contained in Schedule A.

2.2 Performance Reviews & Links to Salary*2.2.1 Performance Ratings*

Employees who achieve a rating of effective or superior for the Annual Review (as per the relevant WCEO performance review process) shall be entitled to progress to the following number of pay points subject to the sections below:

Superior	3 pay points
Effective	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 effective or superior.
- (b) Employees who commenced employment or were promoted before 1 April in a year shall be entitled to a full Annual Remuneration Review on 1 October of that year subject to achieving Effective or Superior performance.
- (c) Employees who commenced employment or were promoted between 1 April and 31 July (inclusive) in a year shall be entitled to an Annual Remuneration Review of one pay point for that year subject to achieving Effective or Superior performance.
- (d) Employees who commence or are promoted after 31 July in a year are not entitled to an Annual Remuneration Review until 1 October in the following year.

PART 3 - TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Part time employment

3.1.1 Application for part time employment

Any employee of the WCEO may make an application for part time employment. The Executive Officer may approve or reject the application in accordance with relevant legislation and/or policy. An application for part time employment may be approved:

- (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

3.1.2 Variation to part time employment

An existing part time employee of WCEO may make an application to vary their part time hours. The Executive officer may approve or reject the application in accordance with relevant legislation and/or policy.

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, WorkCover Queensland will actively pursue retraining and redeployment opportunities for affected employees.
- 3.2.2 It is WorkCover Queensland's intention that future organisational change will be limited in scale during the life of this Agreement. During the life of this Agreement major organisational change will only occur if there are demonstrated benefits to WorkCover Queensland or its customers. WorkCover Queensland will inform Together as soon as possible of proposed significant organisational changes.
- 3.2.3 WorkCover Queensland does not intend to increase the level of contracting-out of services during the life of this Agreement. WorkCover Queensland reserves the right to contract-out work where the available skills do not exist within WorkCover Queensland, or there is no ongoing requirement for employees with these skills, or where efficiencies will result.

3.3 Organisational Change and Restructuring

- 3.3.1 The WCEO is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- 3.3.2 These commitments are effected through the adherence to the Government's *Employment Security Policy* (with the exception of clauses 3 and 4 of that policy) and the *Policy on the Contracting-Out of Government Services* (with the exception clauses 2, 4 and 5 of that policy).
- 3.3.3 The WCEO will provide reasonable notice to the WorkCover Consultative Committee (WCC) of their intention to initiate and/or implement changes that may affect the employment security of employees, prior to the commencement of any planned changes. This obligation extends to any further decentralisation initiatives by WorkCover.
- 3.3.4 It is acknowledged that management has a right to implement changes to ensure the effective delivery of service by the WCEO. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.

3.3.5 The parties agree that the WCEO should report to Together on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the WCC. Specifically, the report should detail the following:

- (a) A snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, and casual), stream allocation;
- (b) A report on the variance from the previous quarter in the use of casuals and the number of people engaged through labour hire;
- (c) Any significant variance in the number of permanent employees.

3.3.6 Permanent WCEO employees will not be forced into unemployment as a result of organisational change or changes in WorkCover Queensland or WCEO priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available.

3.4 Workload Review

WorkCover is committed to working with all its employees and Together to address workload management issues. The parties agree that the WCC will deal with the issue of workload management. The activities of the WCC 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 WCC;
- (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 committee.
- (f) To review workload allocation to provide consistency to employees across the agency in relation to the allocation of claims and policies; and to review allocation based on the skills and experience of individual employees.
- (g) To address issues associated with backfilling and absence of employees.

3.5 Commitment to Training and Progression

3.5.1 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.

The WCEO undertakes to promote the current initiatives aimed at the assistance of undertaking further education to employees over the life of the agreement

Specifically the WCEO and Together commit to educating employees on training options available and/or accessible to employees.

3.5.2 Progression

The WCEO is committed to ensuring that employees who wish to progress and who display the necessary aptitude and attitude are able to progress within the organisation including progression to a senior employee position. The WCEO will ensure that these employees are provided access to an appropriate training and development framework to support and facilitate this progression.

In light of WorkCover's new Customer Service Model, the WCEO will undertake a review of career progression pathways within the customer service division, specifically within the common law claim management function. This review will be conducted in consultation with Together by end of June 2012.

3.5.3 Education Initiative

The WCEO and Together recognise the benefits of providing information and advice to employees on important workplace topics such as diversity, equal opportunity and workplace bullying.

The WCEO and Together commit to working collaboratively on the development and delivery of information and advice to address important topics for WorkCover employees. Where appropriate external providers may be utilised.

It is agreed that within 6months of the certification of this Agreement WorkCover and Together will develop a

schedule of training sessions to be delivered to employees over the life of this Agreement. This initiative will be monitored through the WCC. Such training shall be delivered during paid work time.

3.6 Casual Employment

The WCEO is committed to the use of permanent employment where such employment meets business needs. The parties acknowledge the 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.

3.7 Business Improvements

Throughout the life of this agreement the WCEO, Together and the employees of the WCEO are committed to business and work process change including (but not limited to):

- (a) Successful implementation of the new customer service model.

3.8 Work Life Balance Initiatives

WorkCover Queensland recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities.

WorkCover Queensland is committed to workplace practices that improve work-life balance and seeks to formalise the existing leave options in order to develop an organisational culture that supports work-life balance.

Workplace arrangements supported by WorkCover Queensland to assist employees in balancing work, family and lifestyle responsibilities includes formalising the following leave types: purchased leave, half-pay annual leave and half pay long service leave.

It is agreed that within 12months of the certification of this agreement WorkCover Queensland and Together through the WCC will review existing work-life balance initiatives including pre-retirement options.

3.8.1 Spread of Hours

These provisions shall apply to employees only where the employee's place of work, at daily commencing and finishing time is, within the Australian Bureau of Statistics Statistical Local Area within the Statistical Subdivision of "0501 - Inner Brisbane"

In recognition of the problems associated with increased traffic congestion into the Central Business District the parties agree to a wider ordinary spread of hours of 6.00am to 7.00pm for full-time and part-time employees only.

The parties affirm that the capacity for an employee to have an ordinary spread of hours of 6.00am to 7.00pm will be by mutual agreement, subject to the genuine customer service delivery requirements of WorkCover Queensland.

3.9 Formalisation of Leave Practices

3.9.1 Half Pay Recreation Leave

Employees may request to take recreation leave on a half pay basis in accordance with the WorkCover Queensland People Policy relating to 'Leave'.

3.9.2 Purchased Leave

Employees may make an application to 'purchase' additional leave for a proportionate salary in accordance with the WorkCover Queensland People Policy relating to 'Leave'.

3.9.3 Long Service Leave

Employees are entitled to make an application to take pro rata long service leave after 7 years continuous service in accordance with the WorkCover Queensland People Policy relating to 'Leave'.

Employees may request to take long service leave on a half pay basis in accordance with the WorkCover Queensland People Policy relating to 'Leave'

An employee who has completed at least 7 years continuous service, but less than 10 years continuous service may be entitled to a proportionate payment for long service leave on the termination of the employee's service in accordance with the WorkCover Queensland People Policy relating to 'Leave'.

3.10 Customer Aggression

WorkCover Queensland and Together recognise that customer aggression can be a workplace health and safety issue affecting some areas of WorkCover and agree that any form of aggression by customers toward staff is not acceptable.

It is agreed that within 9 months of the certification of this agreement, WorkCover Queensland and Together through the WCC will develop strategies to manage the potential risks of customer aggression.

3.11 Workplace Bullying and Harassment

WorkCover Queensland and Together recognise that workplace bullying and harassment is a serious issue which is not acceptable and must be eliminated.

WorkCover Queensland agrees to implement a specific Workplace Bullying and Harassment Policy in consultation with Together. This is to be completed by end of March 2012.

3.12 Employee Allowances

Where WorkCover Queensland Policy 4.3 *Allowances* confers a financial benefit or other entitlement to an employee, that part of the policy that confers such a benefit or entitlement will only be changed with the agreement of Together.

Agreement is not required where the changes are necessary to ensure that the policy is consistent with the law or provide an increase to employee entitlements.

PART 4 - BANK TIME

4.1 Banked Time Guidelines

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/team leader 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 about 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.

- 5.1.3 Employees may be granted up to 5 working days (or equivalent) paid time off (non cumulative) per calendar year to attend Industrial Relations Education Sessions approved by the Executive Officer (or delegated authority).
- 5.1.4 Additional leave, over and above the 5 working days (non cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent) . Such leave will be subject to consultation between the Executive Officer (or delegated authority) of the agency, the relevant union and the employee.
- 5.1.5 Employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and the ACTU Congress.
- 5.1.6 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.
- 5.1.7 At the discretion of the Executive Officer, employees may be granted special leave without pay to undertake work with Together..

5.2 Union Encouragement

- 5.2.1 The WCEO 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 Together providing relevant documentation, an application for union membership will be provided to all employees at the point of engagement.
- 5.2.3 Subject to Together providing relevant documentation, information on Together, Industrial Union of Employees will be included in induction materials.
- 5.2.4 A union representative will be provided with the opportunity to discuss union membership with new and current employees. In all induction (or equivalent) training sessions, part of the training session will focus on union encouragement and will be coordinated by the union.
- 5.2.5 The WCEO will provide a link to the Together, Industrial Union of Employees website on the WorkCover Queensland Intranet.

5.3 Collective Industrial Relations

- 5.3.1 The WCEO 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 WorkCover Queensland and the WCEO. 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 The WCEO 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 The WCEO is committed to collective agreements and will not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements for employees covered by the *WorkCover Employing Office Certified Agreement 2011*.

5.4 Union Delegates

- 5.4.1 The WCEO 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 The WCEO 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.

5.4.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

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 Together.

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 Together or the WCEO to the Queensland Industrial Relations Commission for conciliation or, if necessary, arbitration.
- (e) In lieu of the above, the WCEO and the Together may agree on a course of action to resolve the issue. If the WCEO and Together are unable to resolve the issue they may then seek the application of the above process.

5.6 WCEO Consultative Committee

5.6.1 A WCEO Consultative Committee should meet a minimum of ten (10) times each year - one meeting per calendar month excluding December and January of each year.

5.6.2 Either party may request that an additional *ad hoc* meeting be scheduled within one week of the date of request. Such requests may not be unreasonably refused.

5.6.3 The Consultative Committee shall be comprised of WCEO management and Together representatives.

5.6.4 The implementation of a Consultative Committee does not preclude Together from making representations to the WCEO on specific issues outside the Consultative Committee forum.

5.6.5 The WCC may be used to consult on a broad range of issues and is not confined to the discussion of matter arising from this agreement.

PART 6 - SALARY PACKAGING

- (1) Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Sector Industrial and Employee Relations Division of the Department of Justice and Attorney-General.
- (2) The following principles for employees that avail themselves of salary packaging apply:
- (a) The costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the 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 policy, employees must provide to the Employer evidence of independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed 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 administrative workload or other ongoing costs to the Employer;
 - (g) Any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
 - (i) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
 - (j) Subject to federal legislation, employees may elect to adjust their current salary packaging arrangements to package up to 100% of salary to superannuation.

Signed for and on behalf of the }
 WorkCover Employing Office }
 ACN 31 496 806 812

Tony Hawkins - Executive Officer

In the presence of -

Cirene Violet

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

Alex Scott - Secretary

In the presence of -

Ken McKay

Schedule A
Salary Rates 1 October 2011

Grade 1	Pay Points	Per Fortnight	Per Annum
Age 21	1	1,149.90	30,000
	2	1,241.90	32,400
	3	1,330.10	34,700
	4	1,418.30	37,000
	5	1,506.40	39,300
	6	1,598.40	41,700
	7	1,682.70	43,900
	8	1,774.70	46,300
	9	1,870.50	48,800
	10	1,970.20	51,400
	11	2,069.90	54,000

Grade 2	Pay Points	Per Fortnight	Per Annum
	1	2,020.00	52,700
	2	2,054.50	53,600
	3	2,112.00	55,100
	4	2,138.90	55,800
	5	2,177.20	56,800
	6	2,219.30	57,900
	7	2,269.20	59,200
	8	2,315.20	60,400
	9	2,349.70	61,300
	10	2,407.20	62,800
	11	2,437.80	63,600

Grade 3	Pay Points	Per Fortnight	Per Annum
	1	2,399.50	62,600
	2	2,434.00	63,500
	3	2,480.00	64,700
	4	2,514.50	65,600
	5	2,556.60	66,700
	6	2,602.60	67,900
	7	2,629.50	68,600
	8	2,694.60	70,300
	9	2,733.00	71,300
	10	2,782.80	72,600
	11	2,825.00	73,700

Grade 4	Pay Points	Per Fortnight	Per Annum
	1	2,756.00	71,900
	2	2,813.50	73,400
	3	2,844.10	74,200
	4	2,894.00	75,500
	5	2,939.90	76,700
	6	2,974.40	77,600
	7	3,039.60	79,300
	8	3,108.60	81,100
	9	3,169.90	82,700
	10	3,219.80	84,000
	11	3,250.40	84,800

Salary Rates 1 October 2012

Grade 1	Pay Points	Per Fortnight	Per Annum
Age 21	1	1,184.40	30,900
	2	1,280.30	33,400
	3	1,372.30	35,800
	4	1,464.20	38,200
	5	1,552.40	40,500
	6	1,648.20	43,000
	7	1,736.40	45,300
	8	1,828.40	47,700
	9	1,928.00	50,300
	10	2,031.50	53,000
	11	2,135.00	55,700
Grade 2			
	1	2,081.40	54,300
	2	2,119.70	55,300
	3	2,177.20	56,800
	4	2,204.00	57,500
	5	2,246.20	58,600
	6	2,288.30	59,700
	7	2,338.20	61,000
	8	2,388.00	62,300
	9	2,422.50	63,200
	10	2,480.00	64,700
	11	2,514.50	65,600
Grade 3			
	1	2,472.30	64,500
	2	2,510.70	65,500
	3	2,556.60	66,700
	4	2,591.10	67,600
	5	2,637.10	68,800
	6	2,683.10	70,000
	7	2,710.00	70,700
	8	2,779.00	72,500
	9	2,817.30	73,500
	10	2,867.10	74,800
	11	2,913.10	76,000
Grade 4			
	1	2,840.30	74,100
	2	2,901.60	75,700
	3	2,932.30	76,500
	4	2,982.10	77,800
	5	3,031.90	79,100
	6	3,066.40	80,000
	7	3,131.60	81,700
	8	3,204.40	83,600
	9	3,265.80	85,200
	10	3,319.40	86,600
	11	3,350.10	87,400

Salary Rates 1 October 2013

Grade 1	Pay Points	Per Fortnight	Per Annum
Age 21	1	1,222.80	31,900
	2	1,322.40	34,500
	3	1,414.40	36,900
	4	1,510.20	39,400
	5	1,602.20	41,800
	6	1,698.10	44,300
	7	1,790.10	46,700
	8	1,885.90	49,200
	9	1,989.40	51,900
	10	2,092.90	54,600
	11	2,200.20	57,400
Grade 2			
	1	2,146.50	56,000
	2	2,184.80	57,000
	3	2,246.20	58,600
	4	2,273.00	59,300
	5	2,315.20	60,400
	6	2,357.30	61,500
	7	2,411.00	62,900
	8	2,460.80	64,200
	9	2,495.30	65,100
	10	2,556.60	66,700
	11	2,591.10	67,600
Grade 3			
	1	2,549.00	66,500
	2	2,587.30	67,500
	3	2,637.10	68,800
	4	2,671.60	69,700
	5	2,717.60	70,900
	6	2,763.60	72,100
	7	2,794.30	72,900
	8	2,863.30	74,700
	9	2,905.50	75,800
	10	2,955.30	77,100
	11	3,001.30	78,300
Grade 4			
	1	2,928.40	76,400
	2	2,989.80	78,000
	3	3,020.40	78,800
	4	3,074.10	80,200
	5	3,123.90	81,500
	6	3,158.40	82,400
	7	3,227.40	84,200
	8	3,304.10	86,200
	9	3,365.40	87,800
	10	3,419.10	89,200
	11	3,453.60	90,100

Note - The \$500 payment referred to in clause 2.1.2 has not been added to annual base salaries. The \$500 payment will only be added to annual base salaries at the end of the certified agreement subject to the provisions of clause 2.1.2.