

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**WorkCover Employing Office - Certified Agreement 2014  
2014/CA000034**

INDUSTRIAL COMMISSIONER FISHER

18 December 2014

CERTIFICATE

This matter coming on for hearing before the Commission on 21 November 2014 and 11 December 2014 the Commission certifies the following written agreement as amended:

***WorkCover Employing Office - Certified Agreement 2014 (2014/CA000034)***

made between:

- WorkCover Employing Office; and
- Employees of the WorkCover Employing Office.

This agreement also binds Together Queensland, Industrial Union of Employees.

The agreement was certified by the Commission on 18 December 2014 and shall operate from 18 December 2014 until its nominal expiry on 30 September 2017.

This agreement shall replace the *WorkCover Employing Office - Certified Agreement 2011 (CA/2011/357)* which shall cease to apply from the date of the certification of this agreement.

By the Commission

G.K. FISHER  
Industrial Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION  
*Industrial Relations Act 1999 – s. 156 – certifying an agreement*

**WorkCover Employing Office**  
**ABN 31 496 806 812**

**AND**

**Employees of the WorkCover Employing Office**

**WORKCOVER EMPLOYING OFFICE – CERTIFIED AGREEMENT 2014**

**APPLICATION FOR CERTIFICATION OF AGREEMENT**

This Agreement is made under the Industrial Relations Act 1999 on 18 December 2014 between the WorkCover Employing Office and Employees of the WorkCover Employing Office.

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## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the WorkCover Employing Office – Certified Agreement 2014.

### **1.2 Agreement coverage**

This Agreement shall be binding upon the WorkCover Employing Office (WCEO) and employees covered by the WorkCover Queensland Employees Award - State 2014 (the Award).

### **1.3 Date and period of operation**

This agreement shall operate from the date of certification until the nominal expiry date of 30 September 2017.

### **1.4 Posting of agreement**

A copy of this Agreement shall be made available on the WorkCover intranet so as to be easily accessed by all employees.

### **1.5 Relationship to parent award**

This agreement shall be read and interpreted wholly in conjunction with the WorkCover Queensland Employees Award State 2014 (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**

The objectives of the agreement are:

- the development and maintenance of a safe, healthy and enjoyable work place for all based on WorkCover's values of excellence, integrity, responsiveness and respect;
- to enhance the skill and competency levels of employees so as to provide them with productive and satisfying work, career opportunities (transportable and organisation specific) and to value add to WorkCover's vision and goals.

### **1.7 Definitions**

#### *1.7.1 Employee*

“Employee” means a WCEO employee who is covered by the Award.

#### *1.7.2 WCEO*

“WCEO” means the WorkCover Employing Office.

#### *1.7.3 Executive Officer*

“Executive officer” means the Executive Officer of the WCEO or delegate.

#### *1.7.4 OOP*

“OOP” means a one off payment, payable as a lump sum and exclusive of the employee's base salary.

### **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 The following changes may be made to employees' rights and entitlements during the life of this agreement:

- General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- Any improvements in conditions that are determined on a whole-of-government basis and apply to WCEO.

## PART 2 – REGULATORY PROVISIONS

### 2.1 Consultation provision

- (1) This term applies if:
- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on some or all employees (*relevant employees*) of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The employer is not required to:
- (a) notify the relevant employees or a representative of the decision until the time the employer considers appropriate; or
  - (b) consult with the relevant employees or a representative about the decision until the employer notifies the relevant employees or the representative of the decision; or
  - (c) consult with the relevant employees or a representative about the decision other than in relation to implementation of the decision; or
  - (a) disclose confidential or commercially sensitive information to the relevant employees or a representative.
- (4) The relevant employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employees' industrial interests.
- (5) If:
- (a) the relevant employees appoint a representative under (4) for the purposes of consultation; and
  - (b) the relevant employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (6) As soon as practicable after notifying the relevant employees of the decision under (2), the employer must:
- (a) discuss with the relevant employees:
    - (i) the implementation of the change; and
    - (ii) the effect the implementation of the change is likely to have on the relevant employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees—
    - (i) information about the implementation of the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the implementation of the change on the relevant employees; and
    - (iii) any other matters regarding the implementation of the change likely to affect the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.
- (8) In this term, a major change is likely to have a *significant effect* on employees if it is likely to result in:
- (a) the termination of the employment of employees; or
  - (b) a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) an alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

## 2.2 Dispute resolution

- (1) This term applies to a dispute regarding:
  - (a) a matter arising under this industrial instrument; or
  - (b) the Queensland Employment Standards.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employee's industrial interests.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.
- (5) The commission may deal with the dispute as follows:
  - (a) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
  - (b) if the commission does not resolve the dispute under paragraph (a), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.
 

*Note -*

    - 1 If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
    - 2 Chapter 9 of the Act provides for appeals against particular decisions made by the commission.
- (6) While the dispute resolution procedure is being conducted, work must continue in accordance with this industrial instrument and the Act.
- (7) Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- (8) The parties to the dispute agree to be bound by a decision made by the commission in accordance with this term.

## 2.3 Individual flexibility arrangements

- (1) An employer and employee covered by this industrial instrument may agree to make an individual flexibility arrangement to vary the effect of terms of this industrial instrument if:
  - (a) this industrial instrument deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure the terms of the individual flexibility arrangement:
  - (a) are only about matters required or permitted to be in this industrial instrument; and
  - (b) are not non-allowable provisions; and
  - (c) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.
- (3) The employer must ensure the individual flexibility arrangement:
  - (a) is in writing and signed by the employer and employee; and
  - (b) states:
    - (i) the names of the employer and employee; and
    - (ii) the terms of this industrial instrument that will be varied by the arrangement; and
    - (iii) how the arrangement will vary the effect of the terms; and
    - (iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or

- protections the employee has under this industrial instrument; and
- (v) the day on which the arrangement commences; and
- (c) if the employee is under 18 years of age - is signed by a parent or guardian of the employee.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) An individual flexibility arrangement may be terminated:
  - (a) by either the employee or employer giving written notice of:
    - (i) a period agreed between the parties of up to 12 months; or
    - (ii) if no period has been agreed—28 days; or
  - (b) by the employer and employee at any time if they agree in writing to the termination.

## **PART 3 – WAGES AND CONDITIONS OF EMPLOYMENT**

### **3.1 Wages increases and salary rates**

A 2.2% increase will apply to all pay points during the life of this agreement effective 1 October 2014, 1 October 2015 and 1 October 2016, and will be applied in accordance with the salary schedule at 3.3.

Except that for employees whose salary exceeds the top pay point for their grade (as varied during the term of this agreement), there will be no increase to their total salary until the top pay point for their grade exceeds their total salary.

### **3.2 Annual performance reviews and links to salary**

#### 3.2.1 Performance Ratings

Employees who achieve a rating of effective or superior for their Annual Performance Review (as per the relevant WCEO performance review process) will be entitled to progress by the following number of pay points subject to 3.3:

Effective	2 pay points
Superior	3 pay points

#### 3.2.2 Application of Performance based Salary Increases

- (a) Employees who commenced employment or were promoted between 1 April and 31 July (inclusive) in a year shall be entitled to a pay point progression of one pay point for that year.
- (b) Employees who commence or are promoted after 31 July in a year are not entitled to any pay point progression until 1 October in the following year.
- (c) Employees who have reached the highest pay point for their grade will be eligible to receive an OOP if they achieve a superior performance rating. The amount of the OOP will be equivalent to half a pay point increment for the employee's grade.
- (d) Salary increases due to pay point progression and lump sum OOPs will be paid from 1 October, in recognition of performance during the preceding financial year, that is:

1 July 2014 – 30 June 2015 performance: paid 1 October 2015  
 1 July 2015 – 30 June 2016 performance: paid 1 October 2016  
 1 July 2016 – 30 June 2017 performance: paid 1 October 2017.

### 3.3 Salary Rates 1 October 2014 – 30 September 2017.

Grade	Increase Effective from: Pay points	01-Oct-14	01-Oct-15	01-Oct-16	Increment	Increment	Increment
					01-Oct-14	01-Oct-15	01-Oct-16
1	1	39,276	40,140	41,023		-	-
	2	41,266	42,174	43,102	1,990	2,034	2,079
	3	43,256	44,208	45,181	1,990	2,034	2,079
	4	45,246	46,242	47,260	1,990	2,034	2,079
	5	47,236	48,276	49,339	1,990	2,034	2,079
	6	49,226	50,310	51,418	1,990	2,034	2,079
	7	51,216	52,344	53,497	1,990	2,034	2,079
	8	53,206	54,378	55,576	1,990	2,034	2,079
	9	55,196	56,412	57,655	1,990	2,034	2,079
	10	57,186	58,446	59,734	1,990	2,034	2,079
	11	59,176	60,480	61,813	1,990	2,034	2,079
2	1	57,743	59,013	60,312		-	-
	2	58,929	60,225	61,551	1,186	1,212	1,239
	3	60,115	61,437	62,790	1,186	1,212	1,239
	4	61,301	62,649	64,029	1,186	1,212	1,239
	5	62,487	63,861	65,268	1,186	1,212	1,239
	6	63,673	65,073	66,507	1,186	1,212	1,239
	7	64,859	66,285	67,746	1,186	1,212	1,239
	8	66,045	67,497	68,985	1,186	1,212	1,239
	9	67,231	68,709	70,224	1,186	1,212	1,239
	10	68,417	69,921	71,463	1,186	1,212	1,239
	11	69,603	71,133	72,702	1,186	1,212	1,239
3	1	68,474	69,980	71,520		-	-
	2	69,680	71,213	72,780	1,206	1,233	1,260
	3	70,886	72,446	74,040	1,206	1,233	1,260
	4	72,092	73,679	75,300	1,206	1,233	1,260
	5	73,298	74,912	76,560	1,206	1,233	1,260
	6	74,504	76,145	77,820	1,206	1,233	1,260
	7	75,710	77,378	79,080	1,206	1,233	1,260
	8	76,916	78,611	80,340	1,206	1,233	1,260
	9	78,122	79,844	81,600	1,206	1,233	1,260
	10	79,328	81,077	82,860	1,206	1,233	1,260
	11	80,534	82,310	84,120	1,206	1,233	1,260

#### Grade 4

In the event that the WCEO identifies a need for an additional human resource and the proposed role is subsequently assessed via the approved job evaluation methodology as warranting classification at grade 4 level and an appointment is made to that role of any employee who is not an exempted employee within the meaning of the modern award, that employee will be paid the salary rate determined by the WCEO, in consultation with the employee, but within the following salary ranges:

1 October 2014: \$80,535 - \$92,594

1 October 2015: \$82,311 - \$94,631

1 October 2016: \$84,121 - \$96,712

### 3.4 Work life balance initiatives

WCEO recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. WCEO is committed to an organisational culture that supports work-life balance and workplace practices appropriate to the needs of both the business and the individual.

Workplace arrangements supported by WCEO to assist employees in balancing work, family and lifestyle responsibilities may include individual flexibility arrangements, banked-time, purchased leave, half-pay annual leave and half pay long service leave appropriate to business and individual needs.

### 3.5 Spread of hours

The parties agree to a continuation of a wider spread of ordinary 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 a spread of ordinary hours of 6.00am to 7.00pm will be by mutual agreement, subject to the genuine customer service delivery requirements of WorkCover Queensland.

### 3.6 Workplace bullying and harassment

WCEO recognises that workplace bullying and harassment is a serious issue which is not acceptable.

### 3.7 Customer aggression

WCEO recognises that customer aggression can be a workplace health and safety issue affecting some areas of WCEO and agree that any form of aggression by customers towards staff is not acceptable.

### 3.8 Salary packaging

Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circulars issued by the Public Service Commission or the relevant agency.

The following principles apply to all salary packaging arrangements:

- (a) Administration
  - The costs for administering the package, including fringe benefits tax, are met by the participating employee. There will be no significant additional administrative workload or other ongoing costs to WCEO
  - 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
  - There will be no additional increase in superannuation costs to the WCEO
  - The WCEO will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - 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 salary packaging.
- (b) Independent financial advice
  - Where mandated by relevant government policy, employees must provide to the WCEO evidence of independent financial advice prior to taking up a salary package.
  - Where no mandatory requirement exists, it is ***strongly recommended*** that all employees seek independent financial advice when entering/altering a salary packaging arrangement.

Signed for and on behalf of the }  
WorkCover Employing Office }



Irene Violet  
General Manager Corporate Service

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In the presence of -



Elle Ackland  
Manager Human Resources

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Signed for and on behalf of the }  
Employees of the WorkCover }  
Employing Office }

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In the presence of -

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This Agreement is certified under chapter 6, part 1 of the Act.