

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

WorkCover Employing Office

AND

Together Queensland, Industrial Union of Employees

(Matter No. CB/2019/31)

WORKCOVER EMPLOYING OFFICE - CERTIFIED AGREEMENT 2018

Certificate of Approval

On 27 May 2019, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: *WorkCover Employing Office – Certified Agreement 2018*

Parties to the Agreement:

- WorkCover Employing Office; and
- Together Queensland, Industrial Union of Employees.

Operative Date: 27 May 2019

Nominal Expiry Date: 30 September 2021

Previous Agreements: *WorkCover Employing Office – Certified Agreement 2016*

Termination Date of Previous Agreements: 27 May 2019 (Matter No. CB/2019/30)

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 Chapter 4 Part 5

WorkCover Employing Office
ABN 31 496 806 812

AND

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

WORKCOVER EMPLOYING OFFICE – CERTIFIED AGREEMENT 2018

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement is made under the *Industrial Relations Act 2016* on between the WorkCover Employing Office and Together Queensland, Industrial Union of Employees.

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the WorkCover Employing Office – Certified Agreement 2018.

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 2015 (the Award), and Together Queensland, Industrial Union of Employees (Together).

1.3 Date and period of operation

This agreement shall operate from the date of certification until the nominal expiry date of 30 September 2021.

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 2015 (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 workplace 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;
- Reclassifications.

PART 2 – REGULATORY PROVISIONS

2.1 Dispute avoidance and settlement procedure

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except 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.
- (3) There is a requirement for management to provide relevant information and explanation and consult with Together.
- (4) In the event of any disagreement between the parties as to the interpretation of this agreement, the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per (i) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) 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;
 - (iv) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
 - (v) In lieu of the above, WCEO and Together may agree on a course of action to resolve the issue. If WCEO and Together are unable to resolve the issue they may then seek the application of the above process.

2.2 Flexibility

The provisions of this agreement and 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 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;
- (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 s225 *Industrial Relations Act 2016*.

PART 3 – WAGES AND CONDITIONS OF EMPLOYMENT

3.1 Wages increases and salary rates

In accordance with the salary schedule at 3.3, a salary rate increase of 2.5% will apply to all pay points backdated to 1 October 2018, to meet the Queensland wages policy of 2.5%. Further a 2.5% increase will apply from 1 October 2019 and 1 October 2020.

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.

In the event that a new Queensland Government Wages Policy delivers a higher quantum than the current wages policy, any additional increase will be passed on and backed to 1 October 2018. It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

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 clause 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) Employees on salary maintenance arrangements are not eligible for an OOP; as they are subject to other arrangements.
- (e) 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 2018 – 30 June 2019 performance: paid 1 October 2019
 1 July 2019 – 30 June 2020 performance: paid 1 October 2020
 1 July 2020 – 30 June 2021 performance: paid 1 October 2021.

3.3 Salary rates

Grade	Pay Points	Base At 30/09/2018	2.50% base Eff from 1/10/2018	2.50% Eff from 1/10/2019	2.50% Eff from 1/10/2020	Increment 1/10/2018	Increment 1/10/2019	Increment 1/10/2020
Grade 1	1	\$42,296	\$43,353	\$44,437	\$45,548			
	2	\$44,439	\$45,550	\$46,689	\$47,856	\$2,197	\$2,252	\$2,308
	3	\$46,582	\$47,747	\$48,940	\$50,164	\$2,197	\$2,252	\$2,308
	4	\$48,725	\$49,943	\$51,192	\$52,472	\$2,197	\$2,252	\$2,308
	5	\$50,868	\$52,140	\$53,443	\$54,779	\$2,197	\$2,252	\$2,308
	6	\$53,011	\$54,336	\$55,695	\$57,087	\$2,197	\$2,252	\$2,308
	7	\$55,154	\$56,533	\$57,946	\$59,395	\$2,197	\$2,252	\$2,308
	8	\$57,297	\$58,729	\$60,198	\$61,703	\$2,197	\$2,252	\$2,308
	9	\$59,440	\$60,926	\$62,449	\$64,010	\$2,197	\$2,252	\$2,308
	10	\$61,583	\$63,123	\$64,701	\$66,318	\$2,197	\$2,252	\$2,308
	11	\$63,726	\$65,319	\$66,952	\$68,626	\$2,197	\$2,252	\$2,308
Grade 2	1	\$62,183	\$63,738	\$65,331	\$66,964			
	2	\$63,461	\$65,048	\$66,674	\$68,340	\$1,310	\$1,343	\$1,376
	3	\$64,739	\$66,357	\$68,016	\$69,717	\$1,310	\$1,343	\$1,376
	4	\$66,017	\$67,667	\$69,359	\$71,093	\$1,310	\$1,343	\$1,376
	5	\$67,295	\$68,977	\$70,702	\$72,469	\$1,310	\$1,343	\$1,376
	6	\$68,573	\$70,287	\$72,044	\$73,846	\$1,310	\$1,343	\$1,376
	7	\$69,851	\$71,597	\$73,387	\$75,222	\$1,310	\$1,343	\$1,376
	8	\$71,129	\$72,907	\$74,730	\$76,598	\$1,310	\$1,343	\$1,376
	9	\$72,407	\$74,217	\$76,073	\$77,974	\$1,310	\$1,343	\$1,376
	10	\$73,685	\$75,527	\$77,415	\$79,351	\$1,310	\$1,343	\$1,376
	11	\$74,963	\$76,837	\$78,758	\$80,727	\$1,310	\$1,343	\$1,376
Grade 3	1	\$73,739	\$75,582	\$77,472	\$79,409			
	2	\$75,038	\$76,914	\$78,837	\$80,808	\$1,331	\$1,365	\$1,399
	3	\$76,337	\$78,245	\$80,201	\$82,206	\$1,331	\$1,365	\$1,399
	4	\$77,636	\$79,577	\$81,566	\$83,605	\$1,331	\$1,365	\$1,399
	5	\$78,935	\$80,908	\$82,931	\$85,004	\$1,331	\$1,365	\$1,399
	6	\$80,234	\$82,240	\$84,296	\$86,403	\$1,331	\$1,365	\$1,399
	7	\$81,533	\$83,571	\$85,661	\$87,802	\$1,331	\$1,365	\$1,399
	8	\$82,832	\$84,903	\$87,025	\$89,201	\$1,331	\$1,365	\$1,399
	9	\$84,131	\$86,234	\$88,390	\$90,600	\$1,331	\$1,365	\$1,399
	10	\$85,430	\$87,566	\$89,755	\$91,999	\$1,331	\$1,365	\$1,399
	11	\$86,729	\$88,897	\$91,120	\$93,398	\$1,331	\$1,365	\$1,399

3.4 Employment security

- 3.4.1 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. In the event of redundancies, WorkCover employees shall be paid the redundancy entitlements contained in Directive 11/12 Early retirement, redundancy and retrenchment.
- 3.4.2 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 Queensland as soon as possible of proposed significant organisational changes.
- 3.4.3 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.

3.5 Organisational change and restructuring

- 3.5.1 The WCEO is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- 3.5.2 These commitments are effected through the adherence to the Government's *Employment Security Policy* and the *Policy on the Contracting-Out of Government Services*
- 3.5.3 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.
- 3.5.4 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.
- 3.5.5 The parties agree that the WCEO should report to Together Queensland on a quarterly basis the current status of employment practices. 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.
- 3.5.6 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.

3.6 Work life balance initiatives

The WCEO is committed to providing work life balance to our people through working arrangements, while ensuring customer and business needs are met. WCEO recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities.

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

WorkCover Queensland will facilitate and allow employees access to information sessions to improve financial literacy and security for employees.

3.7 Banked time

An employee is entitled to accrue sufficient normal or part-time banked time hours to enable up to two (2) banked day to be taken during each four (4) week cycle. The taking of a banked day is to be approved by the Manager subject to business needs. Managers may also approve banked time [if accrued] for short periods on any day notwithstanding that a full banked day may have already been taken during the current cycle.

3.8 Workload review

WorkCover is committed to providing an environment where their people are in the best position to complete work and deliver on customer and business needs.

WorkCover is committed to working with its employees and Together to understand and address workload management issues. The parties agree at the WCC will deal with the issue of workload management. The WCC will seek to understand workload management issues through the following activities:

- (a) To undertake research on local workload management issues;
- (b) To address specific workload issues referred by employees, union official and/or management;

- (c) To develop expedient processes for referral of workload issue to the WCC;
- (d) Based on research, develop strategies to improve immediate and long term workload issues;
- (e) To assess the implication of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
- (f) To address issues associated with backfilling and absence of employees.

WorkCover is committed to creating a segment workforce tool to better understand claims portfolios and the associated workload for our people. This work will be based on research and evidence-based practice to understand claims management portfolios and appropriate caseloads. This program of work will be undertaken over the next nine months, from date of certification of this agreement, with the WCC.

3.9 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.

3.10 Formalisation of leave practices

3.10.1 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'. Such application shall not be refused unreasonably.

3.10.2 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'. Such application shall not be refused unreasonably.

3.10.3 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'. Such application shall not be refused unreasonably.

Employees may request to take long service leave on a half pay basis in accordance with the WorkCover Queensland People Policy relating to 'Leave'. Such application shall not be refused unreasonably.

3.11 Workplace bullying and harassment

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

Through the WorkCover Consultative Committee, WorkCover and Together Queensland will develop strategies to eliminate the occurrences of bullying in the workplace including but not limited to:

- Development of education and training programs;
- Ensuring any complaints are appropriately investigated;
- Ensure support for employees is available for employees who instigate complaints of bullying.

3.12 Customer aggression

WorkCover Queensland and Together Queensland 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 employees is not acceptable.

It is agreed that, WorkCover Queensland and Together Queensland through the WCC will review strategies and where appropriate make recommendations to amend strategies to manage the potential risks of customer aggression.

3.13 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.

3.14 Consultative committee

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

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.

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

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

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

WorkCover is to provide the relevant union with complete lists of new starters (comprising of name, job title and work location) to the workplace on a quarterly basis, unless agreed between WorkCover and relevant union to be on a more regular basis. This information is to be provided electronically.

WorkCover is also required where requested to provide relevant unions with a listing of current employees comprising of name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between WorkCover and the relevant union to be on a more regular basis.

The provision of all employee information to relevant unions shall be consistent with the principles outlined in section 350 of the Industrial Relations Act 2016.

3.15 Relocation

WorkCover Queensland, commits to minimisation of disruption of employees working lives by changing the location of employees work.

Any proposed change will be discussed at the WCC. WorkCover Queensland, will utilise a range of initiatives to ensure employees are not disadvantaged by a relocation, including but not limited to:-

- Relocation allowances;
- Compressed working week to reduce the number of trips employees undertook for each week of work;
- Alterations of working hours to enable employees to travel to and from work in off peak periods and hence take advantage of concessional fares;

- Alteration of working hours to enable employees to travel to and from work at times to reduce child care costs;
- Telecommuting.

Arrangements entered into by WorkCover Queensland and employees as a consequence of the relocation from the regional offices to Brisbane centralised office will be maintained for the life of this agreement.

SIGNATORIES

Signed for and on behalf of **WorkCover Employing Office**

David Heley
Chief People and Finance Officer

(Signature of Witness)

(Name of Witness in Full)

Dated this _____

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

Alex Scott
Branch Secretary

(Signature of Witness)

(Name of Witness in Full)

Dated this _____