

**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/2023/60)*

**WORKCOVER EMPLOYING OFFICE - CERTIFIED AGREEMENT 2022**

**Certificate of Approval**

On 5 July 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

**Name of Agreement:** **WORKCOVER EMPLOYING OFFICE - CERTIFIED AGREEMENT 2022**

**Parties to the Agreement:**

- WorkCover Employing Office
- Together Queensland, Industrial Union of Employees

**Operative Date:** 5 July 2023

**Nominal Expiry Date:** 30 September 2025

**Previous Agreement:** *WorkCover Employing Office – Certified Agreement 2018*

**Termination Date of** 5 July 2023

**Previous Agreement:**

By the Commission

C.M. HARTIGAN  
Deputy President  
5 July 2023

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 2022**

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement is made under the *Industrial Relations Act 2016* on 5 July 2023 between the WorkCover Employing Office and Together Queensland, Industrial Union of Employees.

**Contents**

1.1	Title.....	3
1.2	Parties bound.....	3
1.3	Agreement coverage.....	3
1.4	Date and period of operation.....	3
1.5	Posting of agreement.....	3
1.6	Relationship to parent award.....	3
1.7	Objectives of agreement.....	3
1.8	Definitions.....	3
1.9	No further claims.....	4
2.1	Dispute avoidance and settlement procedure.....	4
2.2	Flexibility.....	5
3.1	Wages increases and salary rates.....	5
3.2	Cost of Living Adjustment (COLA) payments.....	5
3.3	Annual performance reviews and links to salary.....	8
3.4	Salary rates.....	9
3.5	Classifications and career progression.....	10
3.6	Equity.....	10
3.7	Equal remuneration.....	11
3.8	Employment security.....	11
3.9	Organisational change and restructuring.....	11
3.10	Work life balance initiatives.....	12
3.11	Banked time.....	12
3.12	Workload management.....	12
3.13	Spread of hours.....	13
3.14	Formalisation of leave practices.....	13
3.15	Workplace bullying and harassment.....	14
3.16	Customer aggression.....	14
3.17	Salary packaging.....	14
3.18	Implementation of the Agreement.....	15
3.19	Consultation.....	15
3.20	WorkCover Consultative Committee.....	15
3.21	Reporting.....	16
3.22	Relocation.....	16
	Signatories.....	17

## **PART 1 - PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the WorkCover Employing Office – Certified Agreement 2022.

### **1.2 Parties bound**

This Agreement shall be binding upon the WorkCover Employing Office (WCEO) and Together Queensland, Industrial Union of Employees (Together).

### **1.3 Agreement coverage**

This Agreement applies to employees of the WCEO covered by the *WorkCover Queensland Employees Award - State 2015* (the Award), at the award Grades 1 to 4.

### **1.4 Date and period of operation**

This agreement shall operate from the date of certification and has a nominal expiry date of 30 September 2025.

### **1.5 Posting of agreement**

A copy of this Agreement shall be made available on the WCEO intranet to be accessed by all employees.

### **1.6 Relationship to parent award**

This Agreement shall be read and interpreted wholly in conjunction with 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.

### **1.7 Objectives of agreement**

The objectives of the Agreement are:

- the development and maintenance of a safe, healthy and engaging workplace for all, based on WCEO values of excellence, integrity, responsiveness and respect;
- to provide a fair and equitable employment framework that recognises our people;
- to continue to enhance the skill and capability of employees, ensuring people have productive and meaningful work; and
- for employees to contribute to WCEO's strategic vision and goals.

### **1.8 Definitions**

#### *1.8.1 Employee*

"Employee" means a WCEO employee who is covered by the Agreement.

#### *1.8.2 WCEO*

"WCEO" means the WorkCover Employing Office.

#### *1.8.3 Executive Officer*

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

#### 1.8.4 *OOP*

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

#### 1.8.5 *WCC*

"WCC" means the WorkCover Consultative Committee.

#### 1.8.6 *Together*

"Together" means Together Queensland Industrial Union of Employees

### **1.9 No further claims**

1.9.1 This Agreement is in full and final settlement of the WCEO and Together Queensland 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.

1.9.2 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 provides 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; and
- 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, explanation and consultation with Together.
- 4) In the event of any disagreement between the WCEO and Together 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 WCEO and Together 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, the WCEO and 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.

## 2.2 Flexibility

The provisions of this Agreement 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, increases will apply as follows:

- a 4% wage increase from 1 October 2022
- a 4% wage increase from 1 October 2023
- a 3% wage increase from 1 October 2024

The first wage increase effective 1 October 2022 is to be applied to the last WorkCover Employing Office • Certified Agreement 2018 or Award rate as at 1 October 2022, whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.

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 Award.

### 3.2 Cost of Living Adjustment (COLA) payments

#### 3.2.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

**agreement year** - means one of the three 12-month periods from 1 October in one year to 30 September in the following year that includes a *calculation date*.

**base wages** - for an *eligible employee*, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any

other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc.).

**calculation date** – means, either:

- 30 September 2023 (COLA Payment Year 1); or
- 30 September 2024 (COLA Payment Year 2); or
- 30 September 2025 (COLA Payment Year 3).

**COLA payment percentage** - see section 3.2.3.2

**CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

**eligible employee** – see section 3.2.2

**Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor's official residence and its associated administrative unit, and the police service.

**wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 3.1 of this Agreement, that occurs at the commencement of an agreement year.

### 3.2.2 Eligibility

3.2.2.1 *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 30 September 2025.

3.2.2.2 An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

3.2.2.3 In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 3.2, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to [payroll.helpdesk@workcoverqld.com.au](mailto:payroll.helpdesk@workcoverqld.com.au).

*Example - an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.*

3.2.2.4 An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

*Example - an employee starts being covered by the agreement on 17 October 2023. The employee is not eligible for COLA Payment Year 1.*

3.2.2.5 An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

*Example one - an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.*

*Example two - an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.*

*Example three - an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.*

3.2.2.6 An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of base wages.

*Example - a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.*

3.2.2.7 In addition to the other requirements of clause 2, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12- week payroll period immediately prior to the relevant *calculation date*.

### **3.2.3 Calculation and payments**

#### Step one

3.2.3.1 A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

#### Step two

3.2.3.2 The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

*Example one: For COLA Payment Year 3, the agreement year is 1 October 2024 to 30 September 2025. The wage increase under the Agreement is 3% on 1 October 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.*

*Example two: For COLA Payment Year 1, the agreement year is 1 October 2022 to 30 September 2023. The wage increase under the Agreement is 4% on 1 October 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e., 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.*

#### Step three

3.2.3.3 To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

- $a = 100 I / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

*Example: The wage increase in the Agreement for that agreement year was 4% on 1 October 2022. The base wages payable to the relevant employee for the agreement year from 1 October 2022 to 30 September 2023 is \$90,000. The calculation occurs as follows:*

- $a = 100 I (1 + 0.04)$
- $a = 96.1538$
- $\$90,000$  adjusted by 96.1538% = \$86,538.42;

#### Step four

3.2.3.4 The figure from clause 3.2.3.3 is then multiplied by the COLA Percentage calculated in clause 3.2 to determine the particular employee's COLA Payment for that *agreement year*.

*Example: The COLA percentage is 3%.*

- $\$86,538.42$  multiplied by 3% = \$2,596.15

3.2.3.5 COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

### **3.2.4 Timing of information and payments**

3.2.4.1 For *eligible employees* under clause 3.2.2.2 if payable, the relevant COLA Payment will be made within two (2) months following the relevant *calculation date* and release of the *CPI*.

3.2.4.2 For *eligible employees* under clause 3.2.2.3, if payable, the relevant COLA Payment will be made within two (2) months of the employee providing the notice of their employment pursuant to clause 3.2.2.3.

3.2.4.3 WCEO will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

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

#### 3.3.1 Performance ratings

Employees who achieve a rating of effective or superior for their Annual Performance Review (as per the relevant WCEO performance review process in accordance with clause 12.6 of the Award) will be entitled to progress by the following number of pay points subject to clause 3.4:

- Effective - 2 pay points
- Superior - 3 pay points

#### 3.3.2 Application of performance-based salary increases

- a) Employees who commenced employment or were promoted between 1 April and 31 July (inclusive)
- b) in a year shall be entitled to a pay point progression of one pay point for that year.
- c) 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.
- d) 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.
- e) Employees on salary maintenance arrangements are not eligible for an OOP; as they are subject to additional individual payment arrangements.
- f) Salary increases due to pay point progression and lump sum OOPs will be paid from 1 October, in
- g) recognition of performance during the preceding financial year, that is:
  - 1 July 2021 – 30 June 2022 performance: paid 1 October 2022;
  - 1 July 2022 – 30 June 2023 performance: paid 1 October 2023;
  - 1 July 2023 – 30 June 2024 performance: paid 1 October 2024; and
  - 1 July 2024 – 30 June 2025 performance: paid 1 October 2025.



\*The WCEO and Together acknowledge that partial payment was made prior to the making of this Agreement to eligible employees.

### 3.4 Salary rates

CA AS AT 30/09/2022			4.00%	4.00%	3.00%	4.00%	4.00%	3.00%
Grade	Pay Points	Base At 30/09/2022	Eff from 1/10/2022	Eff from 1/10/2023	Eff from 1/10/2024	Increment 1/10/2022	Increment 1/10/2023	Increment 1/10/2024
Grade 1	1	\$46,687	\$48,554	\$50,497	\$52,012			
	2	\$49,052	\$51,014	\$53,055	\$54,647	\$2,460	\$2,559	\$2,635
	3	\$51,418	\$53,475	\$55,614	\$57,282	\$2,460	\$2,559	\$2,635
	4	\$53,784	\$55,935	\$58,172	\$59,918	\$2,460	\$2,559	\$2,635
	5	\$56,148	\$58,395	\$60,731	\$62,553	\$2,460	\$2,559	\$2,635
	6	\$58,514	\$60,855	\$63,289	\$65,188	\$2,460	\$2,559	\$2,635
	7	\$60,880	\$63,315	\$65,848	\$67,823	\$2,460	\$2,559	\$2,635
	8	\$63,246	\$65,776	\$68,407	\$70,459	\$2,460	\$2,559	\$2,635
	9	\$65,610	\$68,235	\$70,965	\$73,094	\$2,460	\$2,559	\$2,635
	10	\$67,976	\$70,695	\$73,524	\$75,729	\$2,460	\$2,559	\$2,635
	11	\$70,342	\$73,156	\$76,082	\$78,365	\$2,460	\$2,559	\$2,635
Grade 2	1	\$68,638	\$71,384	\$74,239	\$76,466			
	2	\$70,049	\$72,851	\$75,765	\$78,038	\$1,467	\$1,526	\$1,572
	3	\$71,460	\$74,318	\$77,291	\$79,610	\$1,467	\$1,526	\$1,572
	4	\$72,870	\$75,785	\$78,817	\$81,181	\$1,467	\$1,526	\$1,572
	5	\$74,281	\$77,252	\$80,342	\$82,753	\$1,467	\$1,526	\$1,572
	6	\$75,692	\$78,720	\$81,868	\$84,325	\$1,467	\$1,526	\$1,572
	7	\$77,103	\$80,187	\$83,395	\$85,896	\$1,467	\$1,526	\$1,572
	8	\$78,513	\$81,654	\$84,920	\$87,468	\$1,467	\$1,526	\$1,572
	9	\$79,923	\$83,120	\$86,446	\$89,039	\$1,467	\$1,526	\$1,572
	10	\$81,335	\$84,588	\$87,971	\$90,611	\$1,467	\$1,526	\$1,572
	11	\$82,745	\$86,055	\$89,497	\$92,182	\$1,467	\$1,526	\$1,572
Grade 3	1	\$81,394	\$84,650	\$88,036	\$90,677			
	2	\$82,828	\$86,141	\$89,587	\$92,274	\$1,491	\$1,551	\$1,598
	3	\$84,261	\$87,632	\$91,137	\$93,872	\$1,491	\$1,551	\$1,598
	4	\$85,695	\$89,123	\$92,688	\$95,469	\$1,491	\$1,551	\$1,598
	5	\$87,129	\$90,614	\$94,239	\$97,067	\$1,491	\$1,551	\$1,598
	6	\$88,563	\$92,106	\$95,790	\$98,664	\$1,491	\$1,551	\$1,598
	7	\$89,997	\$93,597	\$97,341	\$100,262	\$1,491	\$1,551	\$1,598
	8	\$91,431	\$95,088	\$98,892	\$101,859	\$1,491	\$1,551	\$1,598
	9	\$92,865	\$96,580	\$100,443	\$103,457	\$1,491	\$1,551	\$1,598
	10	\$94,299	\$98,071	\$101,994	\$105,054	\$1,491	\$1,551	\$1,598
	11	\$95,733	\$99,562	\$103,545	\$106,652	\$1,491	\$1,551	\$1,598
Grade 4	1	\$95,734	\$99,563	\$103,546	\$106,652			
	2	\$97,167	\$101,054	\$105,096	\$108,249	\$1,491	\$1,550	\$1,597
	3	\$98,600	\$102,544	\$106,646	\$109,845	\$1,491	\$1,550	\$1,597
	4	\$100,033	\$104,035	\$108,196	\$111,442	\$1,491	\$1,550	\$1,597
	5	\$101,466	\$105,525	\$109,746	\$113,039	\$1,491	\$1,550	\$1,597
	6	\$102,900	\$107,016	\$111,296	\$114,635	\$1,491	\$1,550	\$1,597
	7	\$104,333	\$108,506	\$112,846	\$116,232	\$1,491	\$1,550	\$1,597
	8	\$105,766	\$109,997	\$114,397	\$117,828	\$1,491	\$1,550	\$1,597
	9	\$107,199	\$111,487	\$115,947	\$119,425	\$1,491	\$1,550	\$1,597
	10	\$108,632	\$112,978	\$117,497	\$121,022	\$1,491	\$1,550	\$1,597
	11	\$110,066	\$114,468	\$119,047	\$122,618	\$1,491	\$1,550	\$1,597

### **3.5 Classifications and career progression**

This clause is to be read in conjunction with Part 4 of the Award.

#### **3.5.1 Creation of positions for career progression**

- a) The WCEO will design new roles across the established structure of Claims Management Group, New Claims Group, and the Business Support portfolio to provide career progression opportunities.
- b) The number of positions will be determined in line with WCEO business requirements and current establishment.
- c) The required qualifications, skills and competencies and required training and development for these new positions will be determined through a job design review and set out in a position description in accordance with clause 3.18.
- d) Employees will be appointed to these roles through an initial internal expression of interest process, prior to an external advertising process in accordance with the Directive 12/20 Recruitment and Selection (as amended or replaced) and will be required to undertake the duties listed in the new position description.
- e) On appointment, employees will be paid the approved pay grade and pay point in accordance with clause 12.5 of the Award.
- f) Employees will have access to a position description review process as set out in the Position Description Review Policy, once implemented.
- g) Employees successful in their application will have access to training and development activities relevant to the role which will be funded by WCEO.

#### **3.5.2 Business Support portfolio**

The WCEO will provide Grade 1 Business Support Administrators, employed at the date of certification, who commit to and complete the required training and development, the opportunity for appointment to the newly created Grade 2 positions. Where more than one opportunity exists an internal expression of interest process will apply in accordance with the Directive 12/20 Recruitment and Selection (as amended or replaced).

#### **3.5.3 Position description review policy**

Within 12 months of certification, WCEO will create, in consultation with Together, a policy and procedure to support position description reviews.

The policy will include:

- a) Reference to relevant legislation and public service directives
- b) Applicable WCEO policies and procedures for recruitment and selection
- c) The WCEO's obligation to ensure the position meets business needs
- d) The WCEO's commitment to ensure equal opportunity practices
- e) The process, including timeframes and resources, to seek a position description review including the right to seek union representation (see consultation clause)
- f) The process including timeframes and WCEO policy references for managing and resolving individual grievances.

### **3.6 Equity**

WCEO respects, values, and embraces the diversity of our employees by working towards prevention and elimination of discrimination in the workplace, and actively encouraging an environment where all employees feel included and valued for who they are, and able to bring their authentic selves to work.

WCEO are committed to diversity of thought, experiences, and perspectives, creating a place of belonging for our employees.

WCEO will promote a culture of respect and inclusion in which;

- a) all employees feel safe in the workplace; and
- b) the experiences and perspectives of employees are invited and respected; and
- c) a culture of belonging is fostered in the workforce; and
- d) employees are supported to work together to improve performance and wellbeing; and
- e) employees possess the skills and knowledge, and have access to the systems, necessary to engage in employment matters in an appropriate, safe and respectful way.

The WCEO is committed to equal remuneration for employees of all genders, backgrounds and abilities performing the same work.

This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. WCEO will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.

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*.

### **3.7 Equal remuneration**

The Agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated wage rates are contained in clause 12 of the Award and clause 3.4 of this Agreement (salary rates).

### **3.8 Employment security**

3.8.1 No forced redundancies of permanent employees shall occur during the life of the Agreement. Where changes to employment arrangements of permanent employees are necessary, WCEO will actively pursue retraining, transfer and/or redeployment opportunities for affected employees. In the event of redundancies, the WCEO employees shall be paid the redundancy entitlements contained in Directive 04/18 Early retirement, redundancy and retrenchment, as amended or replaced from time to time. However, the entitlement at the date this Agreement was made, will not be reduced for the life of this Agreement.

The WCEO and Together are to encourage regular and open consultation that is structured and meaningful in accordance with 3.19 "Consultation".

3.8.2 The WCEO does not intend to increase the level of contracting-out of services during the life of this Agreement. The WCEO reserves the right to contract-out work, where the available skills do not exist within the WCEO, or there is no ongoing requirement for employees with these skills, or where efficiencies will result in achieving better outcomes for customers and employees.

### **3.9 Organisational change and restructuring**

3.9.1 During the life of this Agreement organisational change will be limited in scale and will only occur if there are demonstrated benefits to WCEO or its customers, and in accordance with the Award and this Agreement. WCEO will inform Together as soon as practical of proposed significant organisational changes.

3.9.2 The WCEO is committed to providing stability by limiting organisational restructuring and contracting-out of services.

3.9.3 These commitments are affected through the adherence to the Government's Employment Security Policy and the Policy on the Contracting-Out of Government Services.

3.9.4 The WCEO will provide reasonable notice to the WCC of their intention to initiate and/or implement significant organisational change, prior to the commencement of any planned changes for the purpose of

consultation in accordance with the introduction of change provisions of the Award and 3.19 of this Agreement.

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.

3.9.5 WCEO are also required where requested to provide relevant unions with a listing of the affected employees during significant organisational change comprising name, job title and work location including floor level, work email, work phone number, award and employment status (permanent/temporary/casual). This obligation extends to any further decentralisation initiatives by WCEO.

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

### **3.10 Work life balance initiatives**

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 as appropriate to business and individual needs but are not limited to:

- flexible working arrangements, including telecommuting/working from home and co-working spaces/distributed work centres;
- secondments and interchanges;
- career breaks; and
- transition to retirement.

WCEO acknowledges each employee's entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests. The WCEO remains committed to consideration of flexible work requests in accordance with the Act, the Public Service Commission flexibility framework and relevant WCEO policies and procedures. Such requests shall not be refused unreasonably.

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

### **3.11 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 Leaders subject to business needs. Leaders may also approve banked time [if accrued] for short periods on any day notwithstanding those two (2) full banked days may have already been taken during the current cycle.

### **3.12 Workload management**

WCEO is committed to providing a safe working environment where our people are in the best position to complete work and deliver on customer and business needs without unreasonable workloads.

The WCEO and Together are committed to working to understand and address workload management issues.

The WCC will seek to understand workload management issues through the following activities:

- a) To undertake research on local genuine 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/s 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; and
- f) To address issues associated with backfilling and absence of employees.

The WCEO and Together will undertake a review of the current Workload Management Tool in accordance with 3.18 and identify tools to support effective management and oversight of safe workloads within roles that undertake claims management functions. This will include the development of triggers or thresholds that may indicate unsafe workloads to inform workload discussions and appropriate action.

WCEO will also create a mechanism through consultation of the WCC, to advise leaders of the workloads of employees within claims management, when the relevant triggers or workload thresholds are reached to assist leaders to manage risk and have proactive and supportive discussions with employees to support appropriate workloads, and to mitigate risks and reduce or manage high workloads. This will include a regular report to be provided to the WCC.

The WCEO will also in consultation with Together, through the WCC:

- a) review and improve the communication of the Workload Management Tool;
- b) provide additional training for employees and leaders on the Workload Management Tool;
- c) ensure workload overflow due to employee leave or periods of absenteeism is managed in a structured and consistent way;
- d) assess the implication of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee; and
- e) ensure additional training is provided to employees to encourage the correct application of workload management strategies.

### **3.13 Spread of hours**

The WCEO and Together agree to a continuation of a wider spread of ordinary hours of 6.00am to 7.00pm. The parties WCEO and Together 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 WCEO.

### **3.14 Formalisation of leave practices**

#### **3.14.1 Half Pay Recreation Leave**

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

#### **3.14.2 Purchased Leave**

Employees may make an application to 'purchase' additional leave for a proportionate salary in accordance with the WCEO People Policy relating to 'Leave'. Such application shall not be refused unreasonably.

#### **3.14.3 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 WCEO 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 WCEO People Policy relating to 'Leave'. Such application shall not be refused unreasonably.

#### 3.14.4 Critical Emergency Service Leave

WCEO will implement critical emergency service leave, for authorized emergency service volunteers in a statutorily established emergency service (including a local firefighting unit, member of Rural Fire Brigade, auxiliary of Fire Brigade, Honorary Ambulance Officer St. John Ambulance and SES), up to five (5) paid days per annum non-cumulative. This leave is approved at the discretion of the WCEO Executive Officer or delegate. Additionally special leave may be approved by the WCEO Executive Officer in accordance with WCEO leave policy.

#### 3.14.5 Annual calendar for leave requests

WCEO will commit to publishing an annual calendar representing the peak customer demand periods for claims management roles. This calendar will outline leave availability during peak customer demand periods. This calendar will be shared in a central location for all employees to view.

### 3.15 Workplace bullying and harassment

The WCEO and Together recognise that workplace bullying, harassment and sexual violence is a serious issue which is not acceptable and must be eliminated.

WCEO is committed to providing a safe, inclusive, and respectful workplace, which is free from all forms of bullying, harassment, and sexual violence. The WCEO and Together expect that all employees can participate and feel welcome, safe, and supported at work. All employees are expected to conduct themselves in a manner which is consistent with the WCEO Code of Conduct and behave professionally and respectfully.

Through the WCC, the WCEO and Together 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, harassment, or sexual violence.

### 3.16 Customer aggression

The WCEO and Together recognise 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 toward employees is not acceptable.

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

### 3.17 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.

### **3.18 Implementation of the Agreement**

The WCEO and Together agree that the initiatives contained within this Agreement need to be implemented through a consultative process between the WCEO and Together.

Where the Agreement provides for, or requires, the WCEO and Together (including through the joint WCC) to agree; or to act, undertake or implement initiatives, or the parties agree to review or address matters jointly to ensure organisational objectives are met, then the WCEO and Together will:

- a) provide progress updates and information in a timely manner via the WCC and/or outside the WCC where necessary;
- b) share relevant information, subject to relevant privacy considerations; and
- c) work cooperatively and genuinely negotiate in good faith.

The WCEO and Together are not to unreasonably withhold agreement, however, where agreement cannot be reached the WCEO and Together may access the dispute resolution procedures including referring the matter to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.

### **3.19 Consultation**

Employees should be consulted about decisions that affect their employment and the WCEO commits to involving employees and Together in the decision-making processes. Employees will be encouraged to participate in the consultation processes by being allowed adequate time to understand, analyse and seek appropriate advice from Together and respond to such information allowing parties an opportunity to contribute to outcomes.

### **3.20 WorkCover Consultative Committee**

The WCC is a joint union/employer forum to oversee the implementation of the Agreement, and to facilitate the provision of information and explanation, consultation, co-operation, and negotiation between the WCEO and Together.

The WCC may be also used to consult on a broad range of issues and is not confined to the discussion of matters arising from this agreement. Matters for consultation through the WCC may include but are not limited to:

- a) Workload management.
- b) Significant organisational change and restructuring.
- c) Training.

- d) Work/life balance.
- e) Career progression.
- f) Contracting out services.
- g) Improving gender equity.

The WCC 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 WCC shall be comprised of WCEO and Together representatives.

This clause does not preclude Together from making representations to the WCEO on specific issues outside the WCC.

### **3.21 Reporting**

The WCEO should report to Together on the status of employment practices and provide lists of employees quarterly unless otherwise agreed. The reports should detail the following:

- A snapshot of the current workforce including the total number and variances from the previous report:
  - employees by appointment type (e.g., permanent/casual);
  - employees by employment status (e.g., permanent/temporary/casual); and
  - people engaged through labour hire.
- A list of new employees since the last report including name, job title, work email, work location (including floor level), and employment status (e.g., permanent/temporary/casual).
- A list of employment separations since the last report including name, job title, and employment status (e.g., permanent/temporary/casual).
- A list of current employees comprising of name, job title and work location (including floor level), and employment status (e.g., permanent/temporary/casual). This information should be supplied on a six-monthly basis, unless agreed between WCEO and Together to be on a more regular basis.
- The provision of all employee information to Together shall be consistent with the principles outlined in section 350 of the *Industrial Relations Act 2016* and is to be provided electronically.

### **3.22 Relocation**

WCEO, 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. WCEO, 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 childcare costs; and
- Telecommuting.

Arrangements entered by WCEO and employees because 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**

Emma Wright

---

Emma Wright  
Chief People Officer

John Anthony Kinnane

---

(Signature of Witness)

John Anthony Kinnane

---

(Name of Witness in Full)

Dated this 20 June 2023

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

Alex Scott

---

Alex Scott  
Branch Secretary

Daniel Goldman

---

(Signature of Witness)

Daniel Goldman

---

(Name of Witness in Full)

Dated this 21 June 2023