

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Q-Comp - Certified Agreement 2013

Matter No. CA/2013/34

Commissioner Fisher

1 May 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 01 May 2013 the Commission certifies the following written agreement as amended:

Q-Comp - Certified Agreement 2013 - CA/2013/34

Made between:

Together Queensland, Industrial Union of Employees; and
Workers' Compensation Regulatory Authority [ABN 67 668 330 900].

The agreement was certified by the Commission on 01 May 2013 and shall operate from 01 May 2013 until its nominal expiry on 31 October 2015.

This agreement replaces *Q-COMP Certified Agreement 2009 (CA/2009/141)*.

By the Commission.

Commissioner Fisher

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Workers' Compensation Regulatory Authority
ABN 67 668 330 900

AND

Together Queensland, Industrial Union of Employees

Q-COMP – CERTIFIED AGREEMENT 2013

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 12 February 2013 between the Workers' Compensation Regulatory Authority, ABN 67 668 330 900 and the Together Queensland, Industrial Union of Employees (Together Queensland), 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 Q-COMP - Certified Agreement 2012.

1.2 Agreement coverage

- (a) This Agreement is binding upon the Workers' Compensation Regulatory Authority (Q-COMP), Together Queensland, Industrial Union of Employees (Together Queensland) and employees of Q-COMP for whom rates of pay are prescribed by this Agreement
- (b) Senior employees are not covered by this Agreement.

1.3 Date and period of operation

This agreement shall operate from the date of certification and shall have a nominal expiry date of 31 October 2015.

1.4 Posting of agreement

A copy of this agreement will be exhibited in a conspicuous and convenient place. For the purposes of this clause the posting of the agreement on the Q-COMP intranet facilities will satisfy this clause.

1.5 Relationship to parent award

This agreement shall be read and interpreted wholly in conjunction with the *Workers Compensation Queensland Award – State 2012 (formerly 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

The objectives of this Agreement are to provide wages and conditions for employees covered by the Agreement and to implement initiatives to improve the customer service, productivity and efficiency in Q-COMP.

1.7 Definitions

1.7.1 Employee

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

1.7.2 Senior Employee

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

1.7.3 Chief Executive Officer

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

1.8 No further claims

(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;

(2) Subject to clause 1.8(3) herein, 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;
- Reclassifications.

- (3) The Queensland Industrial Relations Commission State Wage Increases awarded during 2012 and thereafter will not be in addition to the wage increases provided by this agreement.
- (4) Notwithstanding clause 1.8(3) herein, 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.
- (5) The rates of monetary entitlements and leave entitlements existing as at the date of certification of this Agreement relating to the following will not be reduced for the life of the Agreement:
- Recognition of Previous Service and Employment
 - Early Retirement, Redundancy and Retrenchment
 - Higher Duties
 - Overtime Meal Allowances
 - Motor Vehicle Allowances
 - Locality Allowances
 - Field Staff Conditions
 - Hours and Overtime Conditions
 - Recreation Leave
 - Sick Leave
 - Bereavement Leave
 - Long Service Leave
 - Paid Parental Leave
 - Transfer and Appointment Expenses
 - Domestic Travel and Relieving Expenses
 - International Travel and Relieving Expenses
 - Excess Travel Time
 - Special Leave
 - The Retrenchment of Temporary Employees Engaged on a Full Time or Part Time Basis
 - Critical Incident Entitlements and Conditions
 - Court Attendance and Jury Service
 - Transfer Within and Between Classification Levels and Systems
 - Relocation Expenses for Officers Retiring from the Service
 - Leave and Travel Concessions – Isolated Centres
 - Leave without Salary Credited as Service
 - Superannuation Entitlements for Certain Employees
 - Rewards for Creating Commercially Valuable Intellectual Property
 - Study and Examination Leave

PART 2 – WAGES

2.1 Wages

2.1.1 Increases

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

- | | |
|---------------------|------|
| (a) 1 November 2012 | 2.2% |
| (b) 1 November 2013 | 2.2% |
| (c) 1 November 2014 | 2.2% |

2.1.2 Salary Rates

The schedule of salary rates is contained in Schedule A.

2.2 Performance linked to Salary

2.2.1 Progression limited to three (3) pay points:

Notwithstanding clause 5.7.1 of the Award, an employee shall only be entitled to progress a maximum of 3 pay points during the Annual Review period.

2.2.2 Progression principles

The following principles apply to the Annual Review period progression arrangements:

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

2.3 No Loss of Show Day

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

PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Part time employment

3.1.1 Application for part time employment

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

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

3.2 Casual Employment

Casual employment is to be used only in genuine casual circumstances including but not limited to:

- (a) unexpected labour shortages; and/or
- (b) operational requirements and/or
- (c) sick leave or other short term leave; and/or
- (d) short-term workload requirements.

3.3 Grade 6 Employees

3.3.1 No employee will be engaged under Grade 6 from the date of certification of this agreement.

3.3.2 The following arrangements will apply to those employees who were employed under Grade 6 of the previous Q-COMP Agreement:

- (a) Existing Grade 6 employees will be transitioned Contracts of Employment made under section 122 of the *Public Service Act 2008*
- (b) The provisions of the Contract will be no less than the entitlements the employees would have received had they had coverage under this Agreement.

3.4 Reasonable Workloads

- (1) Q-COMP is committed to working with its employees to address workload management issues.

- (2) Q-COMP should consider the impacts on workloads when organisational change occurs.
- (3) Q-COMP recognises their obligations under the *Work Health and Safety Act 2011* when managing workload issues.

3.5 Training

- (1) The parties to this Agreement recognise an ongoing commitment to training and development. It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (2) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and agencies' service delivery while enhancing job satisfaction and employees' professional growth.
- (3) Training may be provided in accordance with the Public Services Training Package or other accredited programs relevant to Q-COMP's needs.

3.6 Worklife Balance

- (1) Q-COMP is committed to establishing workplace practices that improve the balance between work and family for its employees.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered provided that it is operationally convenient.

3.6 Workplace Bullying

All employees have the right to be treated fairly and with dignity in an environment free from disruption, intimidation, harassment, victimisation and discrimination.

3.7 Parental Leave

Notwithstanding the federal paid parental leave scheme the current paid parental leave provisions provided by the employer as at the date of certification of this Agreement will not be reduced for the life of this Agreement.

PART 4 – COLLECTIVE INDUSTRIAL RELATIONS

- (1) Q-COMP acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of Q-COMP.
- (2) Q-COMP supports constructive relations and recognises the need to work collaboratively with relevant unions and employees in a productive manner.

PART 5 – CONSULTATIVE COMMITTEE

- (1) Q-COMP may have an employer-union consultative committee (CC) with agreed terms of reference/operating principles. The consultative committee will be used to facilitate consultation on issues, including those issues arising from the implementation of this Agreement.
- (2) The CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.

PART 6 – PREVENTION AND SETTLEMENT OF DISPUTES

6.1 Dispute Avoidance and Settlement Procedure

6.1.1 Objectives of procedure

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.

6.1.2 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.

6.1.3 Provision of information

There is a requirement for management to provide relevant information and explanation and consult with Together Queensland in relation to resolution of the dispute where appropriate.

6.1.4 Procedure

In the event of any disagreement between the parties on the interpretation of this agreement 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 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 Chief 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 Together Queensland or Q-COMP to the Queensland Industrial Relations Commission for conciliation or, if necessary, arbitration.
- (e) In lieu of the above, Q-COMP and Together Queensland may agree on a course of action to resolve the issue. If Q-COMP and Together Queensland are unable to resolve the issue they may then seek the application of the above process.

PART 7 - SALARY PACKAGING

7.1 Salary packaging is available for employees (excluding short-term casual employees) employed by the employers covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Service Commission.

7.2 The employer is to apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or variations in taxation are to be passed to employees as part of their salary package;
- (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;

- (e) the Employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
- (f) there will be no significant additional 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.

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

7.4 Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

Signed for and on behalf of Q-COMP }
 ACN }

In the presence of - M. Brooker

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

In the presence of - M. Thomas

SALARY RATES FROM 1 NOVEMBER 2012

Grade	Pay Point	Annum	Fortnight	Grade	Pay Point	Annum	Fortnight
1	1	\$30,685	\$1,176.20	4	1	\$74,161	\$2,842.60
	2	\$31,193	\$1,195.60		2	\$75,547	\$2,895.70
	3	\$34,054	\$1,305.30		3	\$76,470	\$2,931.10
	4	\$34,566	\$1,324.90		4	\$77,627	\$2,975.40
	5	\$36,099	\$1,383.70		5	\$79,014	\$3,028.60
	6	\$36,611	\$1,403.30		6	\$80,051	\$3,068.40
Age 21	7	\$41,211	\$1,579.60	7	\$81,667	\$3,130.30	
	8	\$41,926	\$1,607.00	8	\$83,400	\$3,196.70	
	9	\$42,434	\$1,626.50	9	\$85,250	\$3,267.60	
	10	\$43,152	\$1,654.00	10	\$86,402	\$3,311.80	
	11	\$43,765	\$1,677.50	5	1	\$85,365	\$3,272.00
	12	\$44,786	\$1,716.60		2	\$86,519	\$3,316.30
13	\$45,298	\$1,736.30	3		\$88,135	\$3,378.20	
14	\$46,130	\$1,768.20	4		\$90,101	\$3,453.60	
15	\$46,666	\$1,788.70	5		\$91,719	\$3,515.60	
16	\$47,423	\$1,817.70	6		\$93,103	\$3,568.60	
Graduate	17	\$48,092	\$1,843.40	7	\$95,299	\$3,652.80	
	18	\$49,093	\$1,881.70	8	\$96,799	\$3,710.30	
	19	\$49,786	\$1,908.30	9	\$98,649	\$3,781.20	
	20	\$50,709	\$1,943.70	10	\$100,609	\$3,856.30	
	21	\$51,753	\$1,983.70	11	\$101,998	\$3,909.60	
	22	\$52,676	\$2,019.10				
	23	\$53,486	\$2,050.10				
	24	\$54,521	\$2,089.80				
	25	\$55,566	\$2,129.80				
	2	1	\$54,292	\$2,081.00			
2		\$55,215	\$2,116.40				
3		\$56,600	\$2,169.50				
4		\$57,526	\$2,205.00				
5		\$58,451	\$2,240.40				
6		\$59,606	\$2,284.70				
7		\$60,874	\$2,333.30				
8		\$62,147	\$2,382.10				
9		\$63,302	\$2,426.40				
10		\$64,570	\$2,475.00				
11		\$65,496	\$2,510.50				
3	1	\$64,341	\$2,466.20				
	2	\$65,381	\$2,506.10				
	3	\$66,648	\$2,554.60				
	4	\$67,461	\$2,585.80				
	5	\$68,727	\$2,634.30				
	6	\$69,887	\$2,678.80				
	7	\$70,698	\$2,709.90				
	8	\$72,314	\$2,771.80				
	9	\$73,467	\$2,816.00				
	10	\$74,737	\$2,864.70				
	11	\$75,895	\$2,909.10				

SALARY RATES FROM 1 NOVEMBER 2013

Grade	Pay Point	Annum	Fortnight	Grade	Pay Point	Annum	Fortnight	
1	1	\$31,360	\$1,202.00	4	1	\$75,793	\$2,905.10	
	2	\$31,879	\$1,221.90		2	\$77,209	\$2,959.40	
	3	\$34,803	\$1,334.00		3	\$78,152	\$2,995.60	
	4	\$35,326	\$1,354.00		4	\$79,335	\$3,040.90	
	5	\$36,893	\$1,414.10		5	\$80,752	\$3,095.20	
	6	\$37,416	\$1,434.20		6	\$81,812	\$3,135.80	
	Age 21	7	\$42,118		\$1,614.40	7	\$83,464	\$3,199.20
		8	\$42,848		\$1,642.40	8	\$85,235	\$3,267.10
		9	\$43,368		\$1,662.30	9	\$87,126	\$3,339.50
		10	\$44,101		\$1,690.40	10	\$88,303	\$3,384.60
		11	\$44,728		\$1,714.40	11	\$89,368	\$3,425.50
		12	\$45,771		\$1,754.40	5	1	\$87,243
13		\$46,295	\$1,774.50	2	\$88,422		\$3,389.20	
14		\$47,145	\$1,807.10	3	\$90,074		\$3,452.50	
15		\$47,693	\$1,828.10	4	\$92,083		\$3,529.50	
16		\$48,466	\$1,857.70	5	\$93,737		\$3,592.90	
17		\$49,150	\$1,883.90	6	\$95,151		\$3,647.10	
18		\$50,173	\$1,923.10	7	\$97,396		\$3,733.20	
Graduate	19	\$50,881	\$1,950.30	8	\$98,929		\$3,791.90	
	20	\$51,825	\$1,986.50	9	\$100,819		\$3,864.40	
	21	\$52,892	\$2,027.30	10	\$102,822		\$3,941.20	
	22	\$53,835	\$2,063.50	11	\$104,242		\$3,995.60	
	23	\$54,663	\$2,095.20					
	24	\$55,720	\$2,135.70					
	25	\$56,788	\$2,176.70					
	2	1	\$55,486	\$2,126.80				
		2	\$56,430	\$2,163.00				
		3	\$57,845	\$2,217.20				
		4	\$58,792	\$2,253.50				
		5	\$59,737	\$2,289.70				
6		\$60,917	\$2,334.90					
7		\$62,213	\$2,384.60					
8		\$63,514	\$2,434.50					
9		\$64,695	\$2,479.80					
10		\$65,991	\$2,529.40					
11		\$66,937	\$2,565.70					
3		1	\$65,757	\$2,520.50				
	2	\$66,819	\$2,561.20					
	3	\$68,114	\$2,610.80					
	4	\$68,945	\$2,642.70					
	5	\$70,239	\$2,692.30					
	6	\$71,425	\$2,737.70					
	7	\$72,253	\$2,769.50					
	8	\$73,905	\$2,832.80					
	9	\$75,083	\$2,877.90					
	10	\$76,381	\$2,927.70					
	11	\$77,565	\$2,973.10					

SALARY RATES FROM 1 NOVEMBER 2014

Grade	Pay Point	Annum	Fortnight	Grade	Pay Point	Annum	Fortnight	
1	1	\$32,050	\$1,228.50	4	1	\$77,460	\$2,969.00	
	2	\$32,580	\$1,248.80		2	\$78,908	\$3,024.50	
	3	\$35,569	\$1,363.40		3	\$79,871	\$3,061.50	
	4	\$36,103	\$1,383.80		4	\$81,080	\$3,107.80	
	5	\$37,705	\$1,445.20		5	\$82,529	\$3,163.30	
	6	\$38,239	\$1,465.70		6	\$83,612	\$3,204.80	
	Age 21	7	\$43,045		\$1,649.90	7	\$85,300	\$3,269.50
		8	\$43,791		\$1,678.50	8	\$87,110	\$3,338.90
		9	\$44,322		\$1,698.90	9	\$89,043	\$3,413.00
		10	\$45,071		\$1,727.60	10	\$90,246	\$3,459.10
		11	\$45,712		\$1,752.10	11	\$91,334	\$3,500.80
		12	\$46,778	\$1,793.00	5	1	\$89,162	\$3,417.60
	13	\$47,313	\$1,813.50	2		\$90,367	\$3,463.80	
	14	\$48,182	\$1,846.80	3		\$92,056	\$3,528.50	
	15	\$48,742	\$1,868.30	4		\$94,109	\$3,607.20	
	16	\$49,532	\$1,898.60	5		\$95,799	\$3,672.00	
	17	\$50,231	\$1,925.40	6		\$97,244	\$3,727.40	
	Graduate	18	\$51,277	\$1,965.40		7	\$99,539	\$3,815.30
19		\$52,000	\$1,993.20	8		\$101,105	\$3,875.30	
20		\$52,965	\$2,030.10	9		\$103,037	\$3,949.40	
21		\$54,056	\$2,072.00	10		\$105,084	\$4,027.90	
22		\$55,019	\$2,108.90	11		\$106,535	\$4,083.50	
23		\$55,866	\$2,141.30					
24		\$56,946	\$2,182.70					
25		\$58,037	\$2,224.60					
2		1	\$56,707	\$2,173.60				
		2	\$57,671	\$2,210.50				
		3	\$59,118	\$2,266.00				
	4	\$60,085	\$2,303.10					
	5	\$61,051	\$2,340.10					
	6	\$62,257	\$2,386.30					
	7	\$63,582	\$2,437.10					
	8	\$64,911	\$2,488.00					
	9	\$66,118	\$2,534.30					
	10	\$67,443	\$2,585.10					
	11	\$68,410	\$2,622.20					
3	1	\$67,204	\$2,575.90					
	2	\$68,289	\$2,617.50					
	3	\$69,613	\$2,668.30					
	4	\$70,462	\$2,700.80					
	5	\$71,784	\$2,751.50					
	6	\$72,996	\$2,797.90					
	7	\$73,843	\$2,830.40					
	8	\$75,531	\$2,895.10					
	9	\$76,735	\$2,941.20					
	10	\$78,061	\$2,992.10					
	11	\$79,271	\$3,038.50					