

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

s.170LJ - Agreement with organisations of employees (Division 2)

**CPSU, the Community and Public Sector Union**

and

**WorkCover Corporation of South Australia**

and

**Finance Sector Union of Australia**

(AG2005/7397)

**WORKCOVER CORPORATION OF SOUTH AUSTRALIA AGREEMENT 2005**

State government administration

SENIOR DEPUTY PRESIDENT O'CALLAGHAN

ADELAIDE, 19 JANUARY 2005



**PREAMBLE**

This is an application pursuant to section 170LJ of the *Workplace Relations Act 1996*, ('the Act') for the certification of an agreement known as the WorkCover Corporation of South Australia Agreement 2005 ('the agreement').

The application was heard by me in Adelaide on 18 January 2006. Prior to the nominated hearing date, my queries with respect to the application were emailed to the parties.

The parties provided a response on 11 January 2006. The Commission required clarification with respect to clause 26 and accordingly, the application proceeded to a hearing on 1 November 2005. At that hearing the parties tendered an agreed wages schedule and satisfactorily addressed the Commission's concern regarding clause 26.

On the basis of the statutory declarations filed by the parties to the agreement, the agreed responses provided prior to the hearing and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

In my queries which were emailed to the parties prior to the hearing, I sort clarification of the following:

- Clause 6.2 (Application)
- Clause 9 Purpose and Intent
- Clause 26 Office Steward/Job Representative
- Clause 28 Dispute Resolution
- Clause 30 Police Checks

At the hearing the parties were advised that if in future clarification is required of any of the issues raised at the hearing, they should refer to the transcript of the proceedings. Further, the response provided by the parties prior to the hearing will be retained on the Commission file.

This agreement shall come into force from 18 January 2006 and shall remain in force until 17 January 2009.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

# WorkCover Certified Agreement 2005



## 1. Title

1.1 This Agreement will be referred to as the WorkCover Corporation of South Australia Agreement 2005.

## 2. Arrangement

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### Appendix A – Remuneration System

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## 3. Definitions

- 3.1 "Agreement" means this Agreement.
- 3.2 "Award" means the WorkCover Corporation of South Australia Award 1998.
- 3.3 "The Corporation" means the WorkCover Corporation of South Australia.
- 3.4 "Employee" means and includes all employees appointed to positions in Classification Level 1 to 7 (Grade 1 - 5) as prescribed in the Award, and those above Level 7 (including those in Grade 6) who do not have individual negotiated contracts of employment.
- 3.5 "Salary" means the gross cash component of an employee's total remuneration prior to any salary sacrifice items.
- 3.6 "Industrial Associations" means the Community and Public Sector Union/Public Service Association, SA Branch, CPSU/PSA Group and the Finance Sector Union of Australia.
- 3.7 "Ordinary Rate of Pay" means an employee's substantive salary, ie exclusive of Higher Duties Allowance.

## 4. Commencement and Period of Operation

- 4.1 This Agreement will commence on the date of certification and will remain in force for a period of three (3) years.

## 5. Scope and Parties Bound

- 5.1 This Agreement will be binding on:
- 5.1.1 the Corporation
  - 5.1.2 employees of the Corporation, and
  - 5.1.3 the Industrial Associations.

## 6. Application

- 6.1 This Agreement will operate to the exclusion of any Enterprise Agreements (subject to the provisions of section 170LZ of the *Workplace Relations Act 1996*) that may otherwise apply and will be read and interpreted in conjunction with the Award, provided that, where there is any inconsistency, this Agreement will take precedence.

# WorkCover Certified Agreement 2005

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6.2 This Agreement does not limit the application of:

- 6.2.1 Sections 21 to 24 of the *WorkCover Corporation Act, 1994*; and
- 6.2.2 Part 2 of the *Public Sector Management Act (South Australia) 1995*.

6.3 The application of such Acts is preserved and will take precedence over any inconsistent provisions of this Agreement.

## 7. No Extra Claims

7.1 The parties agree that all existing terms and conditions of employment will be maintained for the period of operation of this Agreement.

7.2 The parties undertake that during the period of operation of this Agreement there shall be no further wage or other claims sought or granted relating to the relationship of the employer and employee, whether dealt with in this Agreement or not, except where provided under the terms of this Agreement.

## 8. Renegotiation

8.1 The parties will commence negotiation of a new Agreement no later than six (6) months prior to the expiry of this agreement.

## 9. Purpose and Intent

9.1 The Corporation is committed to:

- 9.1.1 continuing use of the "Behaviours We Value" as captured in the Performance and Career Development system as the basis for our behaviour;
- 9.1.2 fair and equitable treatment of its employees;
- 9.1.3 the enhancement of flexibility in the employment of its employees to achieve corporate goals;
- 9.1.4 increasing efficiency and effective service delivery;
- 9.1.5 achieving the business strategy and the necessary culture to facilitate this aim;
- 9.1.6 improving consultation for all employees;
- 9.1.7 providing appropriate training, retraining and career guidance aimed at supporting employees to reach their full potential and maximum employability both inside and outside the Corporation;
- 9.1.8 recognising employee achievement informally and formally through a recognition system
- 9.1.9 abiding by relevant laws in all its dealings with employees;
- 9.1.10 ensuring its policies are understood and fairly and consistently applied, this will be reviewed and monitored on an on-going basis;
- 9.1.11 taking into account family responsibilities and lifestyle changes;
- 9.1.12 ensuring that the focus of the Corporation's efforts continues to be on the achievement of the strategic plan through its critical success factors of:
  - 9.1.12.1 Improved Funding Levels
  - 9.1.12.2 Improved Services to Employers and Workers
  - 9.1.12.3 Improved System and Organisation Capability
  - 9.1.12.4 Effective Return to Work and Community
  - 9.1.12.5 All of Us Working Together

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## 10. Consultation

### 10.1 Consultation Principles

- 10.1.1 Proper consultation involves the sharing of information and the exchange of views between employees and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to, or influence, any decision-making process.
- 10.1.2 The Corporation undertakes to consult in good faith, not simply advise what will be done.
- 10.1.3 The parties to this Agreement accept that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 10.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives, including the FSU and PSA/CPSU.
- 10.1.5 Employee representatives, including the FSU and the PSA/CPSU, will be given the opportunity to adequately consult with the employees they represent in the workplace, in relation to any significant proposed changes that may affect employees' working conditions.

### 10.2 Consultation Process

- 10.2.1 In keeping with the consultation principles detailed in 10.1 above, the Corporation will adhere to the following process:
  - 10.2.1.1 providing wherever possible all relevant information to employees about pending changes or decisions or other issues that will or may impact on them;
  - 10.2.1.2 in making decisions, taking into account the views expressed by internal and external stakeholders where appropriate; and
  - 10.2.1.3 explaining Corporate decisions that have been made.

10.3 Consistent with subclause 10.1.2 above, it is agreed that the Consultative Group continue to foster communication between the Corporation and its employees.

10.4 The Consultative Group is the key forum for consultation. However, in addition to this Group, the Corporation may hold separate discussions with the FSU and the PSA/CPSU, provided that these discussions do not usurp the function of the Consultative Group.

10.5 For the duration of this Agreement the Consultative Group will consist of up to two (2) elected staff members from each Business Group, and one (1) Job Representative and one (1) Industrial Officer from each Industrial Association. The Corporation will provide up to three (3) management representatives, as well as Executive Support.

10.6 Elections will be managed entirely within each Business Group with any ongoing employee able to nominate. Elections will be conducted internally by secret ballot.

10.7 The successful employee will hold the position for the duration of the Agreement.

10.8 In the event of a vacancy occurring new elections must be held.

10.9 Where an Elected Representative decides that he/she is unable to fulfil their role of

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representing all staff of their Business Group for any reason, Business Group staff, or a section of Business Group staff, may choose to be represented by another nominated member of the Business Group, or Deputy or Proxy to the Elected Representative on a needs basis, until such time as the Elected Representative is able to resume normal representation.

- 10.10 Consultation will include, but not be limited to, all areas covered specifically in this Agreement and changes in Corporation policy. It is agreed that appropriate training for members of the Consultative Group will occur where necessary in the areas of communication, decision making, problem solving and negotiation.

## **11. Employee Responsibilities**

- 11.1 The Corporation has expectations of its employees' responsibilities and duties. All employees:
- 11.1.1 must follow lawful and reasonable instructions at all times;
  - 11.1.2 are expected to become acquainted and work in accordance with all of the Corporation's policies, including any changes and amendments made from time to time.
- 11.2 Nothing in this Agreement is intended to remove or limit an employee's or the Corporation's rights and obligations at common law.

## **12. Workplace and Employment Policies**

- 12.1 This Agreement will be read in conjunction with the Corporation's policy. Where policy is inconsistent with this Agreement, the Agreement will prevail. A copy of the Corporation's policies as varied from time to time will be made available and reasonably accessible to employees.

## **13. Classifications**

- 13.1 The broadbanded classification structure in Appendix A will apply during this Agreement.

## **14. Job Evaluation**

- 14.1 The following is the agreed format for job evaluation:
- 14.1.1 The People Group will evaluate or re-evaluate positions in association with managers and employees involved;
  - 14.1.2 The Delegate of the CEO will determine the classification;
  - 14.1.3 The result of the evaluation will be communicated to the manager and employee/s involved and the Consultative Group.
- 14.2 If disagreement occurs the occupant of the position can elect to lodge a grievance and have the position re-evaluated by a nominated service provider (currently Mercer Human Resource Consulting).
- 14.3 If there is still disagreement after the re-evaluation has been completed the occupant of the position can elect to lodge a grievance in the normal manner as described in this Agreement.
- 14.4 Job evaluation training will be provided to nominated employee representatives and union representatives to allow the provision of support to employees (if requested) in

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the dispute resolution process. The training will be held at a date determined in consultation with the parties once the Agreement has been certified.

## 15. Hours of Duty

- 15.1 Normal hours of duty will be 37.5 hours a week, Monday to Friday inclusive.
- 15.2 The ordinary span of hours of all employees covered by this Agreement, including those employees who are rostered to work on the 'help desk', is 7.30am to 6.30pm Monday to Friday.
- 15.3 Help desk employees affected by the loss of freedom provisions of the Award will be compensated by a one-off annualised adjustment to their salary.

## 16. Workloads

- 16.1 In establishing and maintaining a safe and healthy work environment, the Corporation will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

In the interests of providing a safe and healthy work environment and of promoting work/life balance with staff, the Corporation takes a positive approach on workloads, staffing levels, the management of flex time and the working of overtime. The Corporation is committed to fully staffing workplaces in accordance with appropriate business unit methodologies.

- 16.2 When monitoring workloads the Corporation will have regard to all relevant local level factors including, but not limited to, staff experience, business opportunities, appropriate training and obligations under this Agreement and the Award.
- 16.3 The Corporation will take all reasonable steps to:
  - 16.3.1 Fill vacant positions promptly and consistent with business needs:
  - 16.3.2 Ensure that appropriate training is provided for entry level recruits and redeployees to enable those employees to effectively carry out their work. It is recognized that in some circumstances it is more appropriate for on the job training to occur.
- 16.4 The Corporation agrees that generally workloads should be capable of being completed in ordinary working hours. Consequently, the Corporation will not unnecessarily require an employee to work overtime which, is unreasonable, when the employee's particular personal or family circumstances are considered. It is accepted that workloads may vary from time to time depending on business cycles and demands, and these shall be taken into account in managing workloads.
- 16.5 If an employee has a concern with a workload or staffing matter, the employee may raise the matter with their immediate supervisor. If the matter is not resolved it will be referred to the next level of management.

## 17. Flexible Working Hours Scheme

- 17.1 The Flexible Working Hours Scheme in the Attendance policy will be revised to put controls in place to ensure it is consistently applied and to provide further flexibility to employees and management in the use of the Scheme in line with business requirements.



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## 18. Remuneration System

- 18.1 No current or future employee will be paid any less than the lowest Agreement rate applicable for the relevant Grade, with the exception of employees in category 1 as part of the transition detailed in Appendix A, clause G.2.
- 18.2 For the life of this Agreement the operations of the remuneration system detailed in Appendix A will be used.

## 19. Transition

- 19.1 The transition of employees to the remuneration system is detailed in Appendix A.

## 20. Salaries

- 20.1 The Corporation will increase pay rates by the value of 3.5% from 6 August 2005 (the first pay period after 1 August 2005), payable in the first full pay period after the date of certification of this Agreement.
- 20.2 In the first full pay period in August 2006 the Corporation will increase the salary ranges in Appendix A, clause D.1 by the value of 3.5%. In the first full pay period in August 2007 the Corporation will increase the salary ranges in Appendix A, clause D.1 by an additional 3.5%. These increases will be applied to all employees.
- 20.3 The parties agree to develop a strategy for addressing any outstanding salary anomalies during the renegotiation period detailed in clause 8.1.

## 21 Superannuation

- 21.1 Employer superannuation contributions will be made in addition to the base salary according to the legislative requirement.

## 22 Salary Sacrifice

- 22.1 The Corporation will provide all employees with access to salary sacrifice, subject to employee obtaining independent financial advice and agreeing to indemnify the Corporation against any claims arising out of the salary sacrifice arrangements. The cost of any incidental Government charges, including GST, to be borne by the staff member.

## 23. Redundancy

- 23.1 "Redundancy" means the loss of employment due to the Corporation no longer requiring the specific job to be done by any person within the Corporation.
- 23.2 The Corporation is committed to taking all reasonable steps to avoid use of compulsory redundancy.
- 23.3 All employees to be made redundant will be given the maximum practical forewarning of likely separation and the specific separation date. The employee will be given a minimum period of 6 weeks notice which may be paid in lieu of notice at the employee's election or alternatively worked out by mutual agreement with the Corporation. In addition all members of the Consultative Group will be notified of impending redundancy action as soon as possible after the CEO has approved such action and there has been discussion with affected employees.
- 23.4 The Corporation will continue to offer outplacement support to affected employees who require it. Outplacement support will include, but not be limited to, resume preparation and job search support.

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- 23.5 Subject to proof of attendance the Corporation will allow employees up to four (4) days on full pay to attend job interviews during the notice period.
- 23.6 In addition to the period of notice above, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:
- 23.6.1 Eight (8) weeks pay for the first year of service;
  - 23.6.2 Four (4) weeks pay for each subsequent year of continuous service;
  - 23.6.3 A pro-rata payment for each completed month of service in the final part year of service. The maximum period of service will not exceed the number of weeks applicable if the employee's recognised service commenced on or after 2 February 1987 as defined in Clause 11.3 of the Award.
  - 23.6.4 "Weeks pay" means the annual salary divided by 52.
- 23.7 Employees who have transferred from full time to part time employment or vice versa will have their separation payments based pro-rata on the actual time worked in each mode using the employee's current salary.
- 23.8 Redundancy will not apply to limited term contract or casual employees.
- 23.9 Long service leave pay out for the purpose of the redundancy component only of this Agreement will on or after five (5) years of service.
- 23.10 The Corporation's rights in selection and decision will be final.

## 24. Redeployment

- 24.1 In the case of an employee whose substantive position has become surplus to requirements, and where alternative positions exist, the Corporation will make all reasonable efforts to redeploy the employee concerned at the present level within the Corporation. The Corporation will make every attempt to redeploy its employees including giving special consideration to them for vacant positions where it can be demonstrated that they have the necessary skill and demonstrated performance or the potential to develop it within a reasonable time. Where single positions exist for more than one redeployee, selection will be made on a merit basis.
- 24.2 When no redeployment opportunities exist at the employee's level, the Corporation may, with the agreement of the affected employee, redeploy the employee to a position at a lower classification level.

## 25. Leave

### 25.1 Maternity / Adoption Leave

It is agreed that twelve (12) weeks of maternity / adoption leave will be fully paid leave at the employee's ordinary rate of pay.

This provision will apply to those eligible employees as defined in clause 31 of the Award who have 12 months or more continuous service with the Corporation.

All reasonable efforts will be made to provide employees returning from a period of parental leave with part-time employment (if required).

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## 25.2 Sick Leave

Employees are not required to provide a medical certificate for absences up to two consecutive working days. However, if the Manager believes it appropriate, an employee may be required to provide a medical certificate for lesser periods of absence. It is suggested that this power only be exercised in circumstances where it is practical for the employee to obtain a medical certificate (for example, where the employee has previously been informed that such a medical certificate will be required for each day of a period of absence, or whilst the employee is still absent).

## 25.3 Carer's Leave

Employees may access up to five (5) days of their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the *State Equal Opportunity Act 1984*.

This access is available if the following conditions are satisfied:

1. The employee must have responsibility for the care of the family member concerned; and
2. The employee produces satisfactory evidence of sickness of the family member, if requested.

In special circumstances CEO discretion may be used to allow an employee to access sick leave for carer's leave purposes in addition to the five (5) day entitlement.

The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

## 25.4 Purchased Leave

For the life of the Agreement a trial period will be implemented as follows:

Employees are able to purchase an additional 2 or 4 weeks leave in one year by taking the equivalent reduction in salary. The reduced annual salary will then be paid to the employee over the year. Leave loading will not be provided for the additional period of leave and it will be treated as leave without pay for the purposes of continuous service. Purchasing leave will be subject to manager approval. A policy will be developed having regard to the consultative processes as outlined in clause 10 (Consultation) regarding the purchased leave system to ensure consistent application.

## 26. Office Steward/Job Representative

26.1 Upon receiving written advice from the Branch Secretary or Secretary of one of the Industrial Association(s), as the case may be, that one or more members have been appointed or elected to act as office steward or job representatives in an establishment operated by the Corporation, the Corporation will recognise person(s) as the accredited representative of the appropriate Industrial Association(s).

26.2 The Corporation will allow reasonable and sufficient paid time during working hours for representatives to discuss matters pertaining to the duties of an office steward or job representative as defined by the rules and/or by-laws of the respective Industrial Association(s) or the associated body with all employees, Industrial Association(s)

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officers and the Corporation.

- 26.3 The Corporation will also allow an office steward or job representative reasonable and sufficient time during working hours to distribute authorised information and literature from the Industrial Association(s).

## 27. Amenities

- 27.1 The Corporation will provide in each place of business a luncheon room of a size adequate for use by its employees.
- 27.2 The Corporation will provide in each place of business a separate first aid/rest room which is suitably located and is convenient to access, well lit and ventilated and readily accessible to sanitary accommodation.

## 28. Dispute Resolution

- 28.1 Any decision made under this Agreement may be reviewed on request by an aggrieved employee, except that decisions of the Corporation relating to the termination of employment shall only be reviewable pursuant to the applicable South Australian or Federal Industrial Relations legislation.
- 28.2 An employee may seek the assistance of an appointed office steward/job representative or other representative at any stage.
- 28.3 Without prejudice to any party, ongoing work responsibilities will continue as usual in accordance with the Agreement and Corporation policies while the subject matter of the grievance is dealt with in accordance with this procedure.
- 28.4 The procedure will be as follows:
- 28.4.1 the employee should firstly discuss with the Supervisor or decision maker any matter affecting them in which the grievance, dispute or likely dispute exists, in an informal manner;
  - 28.4.2 if the grievance or dispute is not resolved, the employee should refer the matter to the General Manager of the area who shall arrange a conference of the parties;
  - 28.4.3 this process shall be commenced within three (3) days of the grievance dispute or likely dispute or within such longer or shorter period as agreed by the parties;
  - 28.4.4 if the matter is not resolved the parties will refer the matter to the CEO or the CEO's nominated representative for decision;
  - 28.4.5 if the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the Australian Industrial Relations Commission for conciliation and/or mediation.
- 28.5 The parties agree that all alternative avenues of dispute resolution will be exhausted prior to seeking determination of the matter in the Australian Industrial Relations Commission. If, however, conciliation/mediation fails to resolve the dispute in the Commission, the parties agree that Commission (or an alternative body agreed to by the parties) may determine the matter with the following exceptions:
- 28.5.1 matters that the parties to the dispute agree prior that the Commission should not determine;
  - 28.5.2 any matter in dispute in either the Commission or other jurisdiction at the time of ratification of this Agreement;

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28.5.3 changes in policy that do not concern conditions or entitlements of employment;

28.6 If there is an undue delay on the part of any party in responding to the matters creating a grievance dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure.

## 29. Probation

29.1 Appointments of new employees may be subject to a probationary period of up to three (3) months.

29.2 The service of a person appointed on probation may be dispensed with by the Corporation at any time during the probation period by two (2) weeks notice or payment in lieu provided that:

29.2.1 the decision to terminate is directly related to the employee's conduct or performance.

29.2.2 any concerns regarding conduct are raised with the employee and they have had an opportunity to respond and show improvement.

29.2.3 none of the provisions in this sub-clause limit the right of the Corporation to summarily dismiss an employee for conduct which would warrant such action.

## 30 Police Checks

30.1 Police checks will be introduced as part of the Internal Fraud and Corruption Control Plan. The policy in relation to the police checks for existing staff will be agreed to by the parties bound by the Agreement and it will be consistent with the following principles:

- That information collected by Police Checks is not treated as proof of an employee's character and propensity to act dishonestly at work.
- Guidelines will be agreed by all parties to this Agreement to ensure that employees with information of concern collected by Police Checks:
  - are treated fairly and justly and with concern for natural justice;
  - do not have their career prospects limited due to direct or indirect consequences of the results of their Police Checks;
  - have all alternative options explored which minimise the impact on their employment. These need to be exhausted before dismissal is considered.
- Police checks will only be initiated after consultation with the People Group and employees in the affected positions.
- All information collected by Police Checks remains the property of the person who is the subject of the Police Checks. No copies of Police Checks are to be made by the Corporation and information contained in the Police Checks must only be revealed to those agreed to in the Policy and must be treated by those persons with the strictest confidentiality.

## 31. Trade Union Training Leave

31.1 Employees who are members of the Industrial Association(s) or are Office Stewards/Job Representatives are eligible for nomination to attend trade union training courses approved by the Workers' Educational Association of South Australia Incorporated or other trade union training courses agreed between the Corporation and the Industrial Association(s).

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- 31.2 All nominations for attendance on courses must be made by the appropriate Industrial Association(s).
- 31.3 Approval to attend such courses is subject to:
- 31.3.1 a certificate of eligibility signed by the General Secretary of the appropriate Industrial Association(s); and
- 31.3.2 the proviso that the employee can be released by the Corporation. In deciding approvals the work of the Corporation must be a priority and the approval may be withdrawn at any time if deemed necessary.
- 31.4 Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two (2) calendar years, to be calculated from the date the employee was first granted leave to attend a trade union training course. Time off with pay in excess of this amount may be granted in special circumstances at the discretion of the Corporation but in no case will the amount exceed 20 working days during two (2) years. The Corporation will not be responsible for any other costs relating to attendance at a course.
- 31.5 The Corporation will maintain adequate records of time off showing the extent of each authorised absence, and attendances should be verified.

## 32. Transfer to alternative position

- 32.1 Employees may be substantively transferred to an alternative position at their appointed level subject to:
- a minimum of two weeks' notice in writing or a shorter period if agreed to by the Corporation and the employee;
  - the duties of the alternative position being consistent with the employee's education, experience, skills and competencies;
  - no transfer of employment taking effect against an employee's will until such time as all of the provisions of the grievance process have been concluded in relation to any dispute arising out of a proposed transfer.

## 33. Casual Employment

- 33.1 Where an employee is to be engaged as a casual for more than 300 hours, consultation will occur with the Consultative Group prior to that decision being put into effect.

## 34 Fixed Term Contracts

- 34.1 The Corporation is able to offer positions on fixed term contracts of employment provided:
- no individual term is greater than two years, and
  - no contract employee fills an ongoing position for more than two years.

Fixed term contracts will normally apply for specific projects, periods of extended leave or where the function is subject to review.

## 35 First Aid Allowance

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- 35.1 A First Aider shall be paid a weekly allowance equal to 66.6 percent of the hourly rate of the midpoint salary of Grade 1.
- 35.2 An employee with suitable qualifications and experience may be designated as an Occupational First Aider and shall receive an allowance equal to twice that of a First Aider.

### **36 Leave Without Pay Counting For Service**

- 36.1 Special leave without pay granted for periods accumulating to more than 22 working days in any one year of service do not count as service for any purpose, other than unpaid sick leave certified as having been caused by an illness arising from a pregnancy or birth.

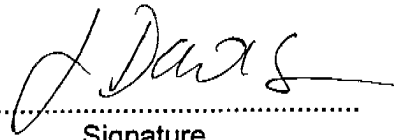
# WorkCover Certified Agreement 2005

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Signed for and on behalf  
of the WorkCover Corporation

CEO

.....  
Title



.....  
Signature

13.12.05

.....  
Dated

Signed for and on behalf of the  
Community and Public Sector  
Union/Public Service Association

Branch Secretary

.....  
Title



.....  
Signature

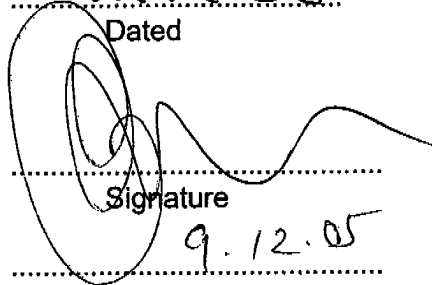
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Dated

Signed for and on behalf of the  
Finance Sector Union of Australia

National Secretary

.....  
Title



.....  
Signature

9.12.05

.....  
Dated



### A. Remuneration System

A.1 The following outlines the system features and provisions.

### B. Classification System

B.1 A six (6) Grade classification system will replace the seven Level structure outlined in the Award. The translation is as follows:

Grade 1	Level 1
Grade 2	Level 2 and Level 3
Grade 3	Level 4 and Level 5
Grade 4	Level 6
Grade 5	Level 7
Grade 6	No Award Level

The Mercer CED Job Evaluation tool will be used to evaluate positions to place them in one of the Grades. The evaluation points for each Grade are:

Grade	Evaluation Points Range	Midpoint
6	421 – 520	470
5	331 – 420	375
4	241 – 330	285
3	181 – 240	210
2	121 – 180	150
1	70 – 120	95

Once the remuneration system is implemented any position evaluated at 421 points or more will be classified as a Senior Officer (positions covered by individual contracts). At present Grade 6 covers both Senior Officers and employees. Grade 6 will continue as part of the Certified Agreement while employees are in positions in this Grade.

### C. Salary Ranges

C.1 The salary ranges in the remuneration system have been established for each Grade using General Market base salary information. The salary range for each Grade is +/- 7.5% from the midpoint. Each Grade will consist of seven (7) salary points based on the minimum, midpoint and maximum.

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## D. Classification and Salary Range Structure

D.1 The following Grades and base salary ranges will apply at the commencement of this Agreement.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
6	79,610	81,760	83,910	86,060	88,210	90,360	92,510
5	67,960	69,800	71,630	73,470	75,310	77,140	78,980
4	56,920	58,460	60,000	61,540	63,080	64,620	66,160
3	46,950	48,220	49,490	50,760	52,030	53,300	54,570
2	38,420	39,460	40,500	41,540	42,580	43,620	44,660
1	30,620	31,450	32,270	33,100	33,930	34,750	35,580

## E. Competency System

E.1 Within the life of this Agreement it is the intent of the Corporation to create a competency system having regard to the consultative process as outlined in clause 10 (Consultation). The system will need to be agreed to by the parties bound by the Agreement. Competencies will be developed for each of the seven (7) pay points for each of the six (6) Grades as a basis for employee progression through the salary range. The objective of the parties will be to complete the development (including approval) of the competency system by July 2006 and to implement (including competency assessments and any subsequent salary increases) by December 2006.

The parties recognise and agree that the competency system will be developed according to the following principles:

- All employees, except those at or above the maximum of their respective salary range, will be able to access competency related salary increases
- Competency assessments of all staff will be undertaken once a year as a minimum, and corresponding pay rises awarded immediately
- Competencies will be descriptions of the level of skill, the depth of knowledge and the application of the skill and knowledge required to work competently at various classifications
- The system will recognise and encourage the acquisition of skills and competencies
- The system will be fairly and consistently applied
- The system will support the creation of employee development plans in the Performance and Career Development system by identifying the gaps in an employee's skills and knowledge and the competencies required for the classification of their position and for positions at a higher classification where an employee has reached the maximum pay point of their current grade (but will not be limited to employees in this situation).
- The system will incorporate Recognition of Prior Learning (RPL) and Recognition of Current Competencies (RCC) processes which recognise that skills and

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knowledge can be obtained formally, through education and training programs, or informally, through work and other experience

- Employees may use the outcomes achieved in their performance plan as part of the evidence used to demonstrate a specific competency
- Employees will not have their classification reduced or suffer a reduction in pay as a consequence of the introduction of a competency system
- Where a person is reclassified after job evaluation to a level lower than their transition grade, then that person will have access to competencies and corresponding pay rises of their transition grade (that is, of the higher grade). Job-related competencies will be developed for all staff in this situation, on the basis of their transition position, to ensure that they are not disadvantaged in achieving competency system pay rises compared to a person who after job evaluation remained at their transitional grade.

## **F. Special Circumstances**

- F.1 The Executive Management Team may decide, due to prevailing market pressures and/or strategic imperatives, to increase remuneration or to provide remuneration above the salary ranges in clause D.1 for employees in certain positions, or in groups of positions. IT market rates will be one consideration by the Executive Management Team under this provision.

## **G Transition**

### **G.1 Classification**

Employees will transition from their current Band classification to the Grade classification structure on the following basis (as a minimum):

- Band A – Grade 1
- Band B – Grade 2
- Band C – Grade 3
- Band D – Grade 4
- Band E – Grade 5

Employees may be placed into the classification structure at a higher Grade depending on the evaluation of their position. If a position is evaluated to a lower Grade than the minimum specified above, the employee in the position will be maintained at the transition Grade above, and will have all the terms and conditions applied to employees in that Grade by this Agreement. If the employee in the position were then to leave, the position would revert to the Grade it was evaluated at and it would be filled on that basis.

### **G.2 Salary**

The transition to the salary ranges will place staff in one of three categories:

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1. **Below the minimum** – employees in this category will have their salary increased towards the minimum of the respective grades up to a maximum 5% increase (including the 3.5% provided in August 2005) in February 2006. Employees in this category will have their salary brought to the minimum of the respective Grade as soon as possible; they will need to be at least at the minimum of their respective Grade by August 2007. Salary increases in 2006 and 2007 may need to be higher than 5% to achieve this.

If the total cost can be met in the 2005/2006 budget, salary adjustments to the minimum of the respective Grades will be implemented in February 2006.

2. **Within the range** – employees in this category will be placed in the salary range on their current salary
3. **Above the maximum** – employees in this category will remain on their current salary.

Employees whose salary is above the maximum will be provided with support, including appropriate development opportunities, to enable them to apply for positions at a higher classification level if required. This provision does not limit the ability to provide the same support to employees in the other categories.

## H. Salary on Promotion, Transfer or Temporary Transfer

### H.1 Higher Duty Provisions

- Higher duties will be paid where an employee is required to perform the duties of a position at a higher Grade for more than 10 consecutive working days
- The higher duties allowance will be paid based on the difference between the employee's existing salary and the minimum of the respective Grade of the higher position (or the equivalent proportion of the difference based on the duties being performed) or a flat 3% whichever is the greater

### H.2 Promotion

Employees receiving a promotion to a new Grade will receive an increase on their current salary level to at least the minimum of the higher Grade or to the applicable pay point in the higher Grade based on the competency level of the employee.