

Frequently Asked Questions

What will my wage rise under the Agreement be?

Employees covered by the proposed Core Agreement will receive the following wage increases:

- **1 September 2015** – 2.5% per annum;
- **1 September 2016** – 2.5% per annum; and
- **1 September 2017** – 2.5% per annum.

The first 2.5% per annum increase has already been paid to employees in accordance with Ministerial Directive 5/15 in December 2015.

Furthermore, upon certification of the agreement, a one-off 'Section 831 payment' of \$1300 (subject to tax) will be paid to all employees who are covered by the proposed Core Agreement **and** who were employed as at 1 April 2016 in an entity listed in Appendix 1 of the Agreement. Part time and casual employees will receive a pro-rata payment.

Why is the wage increase 2.5%?

The wage increase of 2.5% per annum is consistent with the Government's current wages policy. 2.5% per annum is also consistent with the average of wages policies in the State and Commonwealth public services.

What is a 'Section 831 payment'? Why has it been made?

The 'Section 831 payment' is a special payment specific to employees covered by the Core Agreement in recognition of the 16 months in which no wage increase was paid. It is a one-off payment which will not form part of base salary.

Section 831 is a discrete provision in the *Industrial Relations Act 1999* (IR Act) about arbitrations which commenced prior to this Government's legislative changes to restore fairness to the Queensland Public Service. The Core Agreement is the only remaining matter to which section 831 of the IR Act applies.

Accordingly, a 'Section 831 payment' cannot be applied to employees outside of the Core Agreement. It can only be paid once and will not form part of future agreements or arbitrations.

How will my \$1300 'Section 831 payment' be calculated if I am part-time?

The 'Section 831 payment' will be paid pro rata to part-time employees based on their part-time status as at 1 April 2016.

How will my \$1300 'Section 831 payment' be calculated if I have recently returned from parental leave part-time?

Employees who are eligible to receive the 'Section 831 payment' and who have returned from parental leave on a part-time arrangement between 1 September 2015 and 1 April 2016 inclusive will receive the greater of their full- time equivalent employment status:

- (a) immediately prior to commencing parental leave; or
- (b) as at 1 April 2016.

For example, if an employee worked full-time prior to commencing parental leave, and returned from parental leave part-time between 1 September and 1 April 2016, they will be entitled to the full \$1300 payment.

How will my \$1300 'Section 831 payment' be calculated if I am casual?

For casual employees, the pro-rata payment will be based upon the average hours worked by that casual employee in the preceding 12 months prior to 1 April 2016. However, if the casual employee has been employed on a casual basis for a period less than 12 months prior to 1 April 2016, their pro rata payment will be calculated based on their average hours of work over the period of their employment.

Note: If the casual employee performs more than one casual role or a casual role and a part-time role, the pro rata amount of the section 831 payment will be based on their full-time equivalent status for each role (subject to the same averaging rules above) with the total payment capped at \$1,300 (pre-tax).

How will the 'Section 831 payment' be applied to seconded employees?

If an employee is seconded to a position which was not covered by the Core Agreement as at 1 April 2016, and instead is subject to the terms and conditions of the secondment role, the employee will not receive the 'Section 831 payment', as they are not covered by the Core Agreement at the relevant time.

If an employee is seconded to a position also covered by the Core Agreement, their 'Section 831 payment' is capped at \$1,300 based on their full-time equivalent status.

How will the 'Section 831 payment' be applied to employees undertaking Higher Duties?

An employee who has a substantive role covered by the Core Agreement, but who is performing higher duties as an SO/SES, is still subject to the terms and conditions of the Core Agreement. They are simply paid an allowance for acting in the higher duties role. They do not assume all of the terms and conditions of the higher duties position. Accordingly, if they remain employed in a substantive role covered by the Core Agreement as at 1 April 2016, they will receive the 'Section 831 payment'.

Is leave taken into account for the 'Section 831 payment'?

The 'Section 831 payment' is paid to employees who are covered by the proposed Core Agreement and who were employed as at 1 April 2016. It does not matter whether the person is on leave (with or without pay). The employee will receive the payment based on their employment status (part-time, full-time) as at 1 April 2016.

Will an employee's start date be taken into account for the 'Section 831 payment'?

No. The 'Section 831 payment' is only paid to employees who are covered by the proposed Core Agreement **and** who were employed as at 1 April 2016 in an entity listed in Appendix 1 of the Agreement.

When will my \$1300 'Section 831 payment' be made?

The 'Section 831 payment' will only be paid upon certification of the agreement by the Queensland Industrial Relations Commission (QIRC) – if a majority of employees vote to approve the Core Agreement.

Will dual employment covered by the Core Agreement be taken into account?

If an employee has dual employment (whether working two or more roles concurrently or on leave from one role while working in another) and two or more of those roles are covered by the Core Agreement, their 'Section 831 payment' is capped at \$1,300 based on their full-time equivalent status. Note, dual employment should be declared to both employing entities.

How and when can I cash out leave under the Agreement?

An employee and employer can agree to cash out a particular amount of the employee's annual leave under the following circumstances:

- (a) The employee's accrued annual leave entitlement must not fall below 4 weeks if the cashing out was to occur;
- (b) Each cashing out of annual leave must be supported by a formal written agreement between the employee and employer; and
- (c) The employee must be paid at least the full amount that they would have been paid if they had taken the annual leave, instead of making the decision to cash it out.

How much will I be paid when I take annual leave?

As a general rule an employee must be paid for annual leave at the ordinary rate the employee was receiving immediately prior to taking leave. **However**, if before taking leave, an employee was being paid a higher rate than their ordinary rate, the full duration of the leave should be paid at the higher rate.

How much will I be paid when I take long service leave?

As is the case with annual leave, as a general rule an employee must be paid for long service leave at the ordinary rate the employee was receiving immediately prior to taking leave. **However**, if before taking leave, the employee was being paid a higher rate than their ordinary rate, they should be paid the higher rate, but only whilst the higher duties arrangement remains current.

For example, if a higher duties arrangement ceases on the last day of duty prior to an employee commencing long service leave, all such leave will be at the employee's ordinary (or substantive) pay rate. However, if the higher duties arrangement ceases during the period of long service leave, the employee will only be paid the higher duties amount until that cessation date, and any remaining leave will be paid at the employee's ordinary/substantive rate.

What are my sick leave entitlements under the Agreement?

In accordance with both the Core Agreement and the Queensland Employment Standards, an employee is entitled to accrue at least 10 days of sick leave on full pay for each completed year of employment, and such leave accumulates progressively throughout the year, as well as from year to year.

What are my entitlements to public holidays under the Agreement?

An employee is entitled to be absent from work on a day, or part of a day, which is recognised as a public holiday in the area in which the employee is based for work.

However, the employer may ask the employee to work on that public holiday if the request is reasonable.

The employee may also refuse a request to work on a public holiday if either the request to work is unreasonable **OR** if it is reasonable for the employee to refuse under the circumstances.

The agreement sets out in full the considerations which must be taken into account in determining whether a request to work is unreasonable **OR** if a refusal to work is unreasonable.

Will this agreement apply to TAFE employees?

The TAFE matter has been found to no longer be in arbitration and TAFE has decided to negotiate a separate enterprise agreement for its employees. No TAFE employees will be covered by the Core Agreement.

What happens if the agreement is voted down?

If a majority of employees vote against the proposed agreement, employees will not receive the \$1300 (or pro rata) 'Section 831' payment and the matter will remain in arbitration before the Queensland Industrial Relations Commission.