

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

CITATION: *Southern Downs Regional Council v Queensland Services Industrial Union of Employees & Anor (No.2)* [2019] QIRC 143

PARTIES: **Southern Downs Regional Council**  
(Applicant)

v

**Queensland Services, Industrial Union of Employees**  
(First Respondent)

and

**The Australian Workers' Union of Employees, Queensland**  
(Second Respondent)

CASE NO: CB/2018/71

PROCEEDING: Arbitration determination

DELIVERED ON: 9 October 2019

HEARING DATES: 7 and 8 May 2019

MEMBERS: O'Connor VP  
Merrell DP  
Pidgeon IC

HEARD AT: Brisbane

ORDERS: **1. That the *Southern Downs Regional Council Determination 2019 – Stream A Employees* shall operate as and from 9 October 2019 with a nominal expiry date of 1 July 2022**

CATCHWORDS INDUSTRIAL LAW – ARBITRATION - parties directed to settle terms of new Determination

LEGISLATION: *Industrial Relations Act 2016* (Qld), s 180, s 183, s 228

APPEARANCES: Ms S. Wishart of the Local Government Association of Queensland Ltd for the Council

Ms M. Robertson of Queensland Services, Industrial Union of Employees, First Respondent

Mr J. Harding of The Australian Workers' Union of Employees, Queensland, Second Respondent

### **Supplementary Reasons for Decision**

- [1] On 7 November 2018 this matter was referred for arbitration determination to a Full Bench of the Commission.
- [2] The only disputed matter that the Full Bench considered was the Council's claim regarding clause 4.3 which was to introduce a 19-day month in place of the existing nine-day fortnight.
- [3] On 21 August 2019 the Full Bench, as currently constituted, released its decision on the disputed matter.<sup>1</sup>
- [4] On 20 September 2019 the parties provided a draft agreed Determination reflecting the full and complete terms of the clauses of each matter agreed between the parties.
- [5] Attached to these reasons is the finalised Determination.
- [6] The parties have agreed that the operative date shall be from the date of the Determination to a nominal expiry date of 1 July 2022.
- [7] The Full Bench determines accordingly.

### **Orders**

- 1. That the *Southern Downs Regional Council Determination 2019 – Stream A Employees* shall operate as and from 9 October 2019 with a nominal expiry date of 1 July 2022.**

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<sup>1</sup> *Southern Downs Regional Council v Queensland Services Industrial Union of Employees & Anor* [2019] QIRC 118

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

**Southern Downs Regional Council**

ABN 59 786 792 651

AND

**Queensland Services, Industrial Union of Employees**

ABN 86 351 665 653

AND

**The Australian Workers' Union of Employees, Queensland**

ABN 54 942 536 069

**SOUTHERN DOWNS REGIONAL COUNCIL  
DETERMINATION 2019 – STREAM A EMPLOYEES**

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## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Determination shall be known as *Southern Downs Regional Council Determination 2019 – Stream A Employees*.

### **1.2 Purpose of the Determination**

- (a) The parties to this Determination recognise the importance of a viable, efficient and rewarding local government service to the economic development and social well-being of the Shire.
- (b) This Determination seeks to achieve benefits as a result of consultation with employees.
- (c) This Determination provides for:
  - (i) a framework for Southern Downs Regional Council (Council) and the employees to work together towards improving productivity;
  - (ii) benefits to local government, employees and the community through best practice;
  - (iii) consultative structures which will ensure that change initiatives are pursued in a co-operative and collaborative manner.

### **1.3 Objectives of Determination**

- (a) Productivity and Efficiency - to stimulate and provide ongoing productivity improvement in the Council, throughout its Departments/Divisions and work units.
- (b) Service - to improve the quality of customer service through both products and services. To become increasingly customer focused and committed to continuous improvement.
- (c) Equal Opportunity - to ensure the Council provides equality of opportunity in all areas of the workforce including issues relating to family responsibilities.
- (d) Employee Relations - to engender confidence in the Council as a fair and equitable employer and provide a stimulating, satisfying and participative work environment for all staff.
- (e) Improved Work Organisation - to achieve flexible working arrangements, work practices and management systems.
- (f) Performance Measurement - opportunity for increased wages and improved conditions for employees resulting from measured performance improvement for the Council and improved quality of services to the community.

### **1.4 Determination Coverage**

- (a) The parties to this Determination are the Council and its employees employed under the *Queensland Local Government Industry (Stream A) Award-State 2017* and Queensland Services, Industrial Union of Employees and The Australian Workers' Union of Employees, Queensland.
- (b) This Determination will not apply to any employee appointed to the position of Chief Executive Officer or Senior Officer pursuant to a written common law contract of employment.

### **1.5 Date of Operation**

- (a) This Determination shall operate from the date of the Determination with a nominal expiry date of 1 July 2022.
- (b) For the purposes of s228(3)(a) of the *Industrial Relations Act 2016* (IR Act), this Determination

shall be terminated upon certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Determination, unless otherwise agreed by the parties.

### **1.6 Replacement Determination**

- (a) This Determination replaces the *Southern Downs Regional Council Former Federal Award Employees Enterprise Bargaining Certified Agreement 2011-2014* in respect of the employees covered by this Determination from the date the Determination takes effect.

### **1.7 Joint Consultative Committee (JCC)**

- (a) A Single Bargaining Unit (SBU) comprising of the delegates and officials of the Unions representing employees of Council and including unions which are parties to this determination is recognised by the Council.
- (b) The SBU representatives and Council management representatives will form the membership of the JCC which has negotiated this determination and will monitor and implement this determination.

### **1.8 Consultation and Communication Obligations with the JCC**

- (a) To facilitate the implementation of this Determination and ongoing workplace reform, effective consultation and communication are essential between management and employees.
- (b) The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.
- (c) It is agreed that the JCC will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between council, employees and the relevant unions. The JCC will meet every six (6) months as a minimum.

### **1.9 Review of Determination**

The parties undertake to commence discussions on a replacement agreement, 6 months prior to the expiry of this Determination.

### **1.10 Posting of Determination**

A true copy of this Determination shall be displayed in the workplace with convenient access to employees.

### **1.11 Relationship to Parent Awards**

This Determination shall be wholly read and interpreted in conjunction with the terms of the parent Awards as listed below:

- (a) *Queensland Local Government Industry (Stream A) Award State - 2017 (2017 Award Stream A)*
- (b) *Training Wage Award – State 2012*

Where there is any inconsistency, this Determination will take precedence to the extent of the inconsistency.

## **PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Dispute Resolution**

The parties will comply with the dispute resolution process contained in Schedule A.

### **2.2 Redundancy**

#### Objectives

The chief objectives of this clause are:

- (a) to maintain, where possible, employees whose positions have become redundant in continued employment within the Council;
- (b) to retrain such employees where necessary;
- (c) to pay monetary compensation to such employees who are unable to be redeployed and whose employment is to be terminated;
- (d) to assist employees who are unable to be redeployed find employment outside the service of the Council.

#### Process

- (a) In the event of a proposed redundancy Council will comply with its consultation obligations under the IR Act and the parent Awards.
- (b) Where following the consultation process in accordance with clause 2.8 below, Council has decided that redundancies are still required, Council shall consider available redeployment options, if any, for each employee whose position has become, or will become, redundant.
- (c) Each such employee shall be individually interviewed to determine what options may exist for their retraining for an alternative role with the Council.
- (d) If a redeployment option is identified Council will offer redeployment to relevant employee/s.
- (e) An employee whose position has been made redundant may agree to accept redeployment to suitable alternative employment.
- (f) Where an employee agrees to accept suitable alternative employment at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of redeployment for a period of one (1) year or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.
- (g) Where redeployment is not available or not accepted, Council will initially seek expressions of interest from employees of the relevant classification in the affected area, in accepting a voluntary redundancy.
- (h) Council will consider expressions of interest, based on the business needs of Council, and determine if the voluntary redundancy can be offered to those employees expressing interest.
- (i) Employees who are offered, and accept, voluntary redundancy within fourteen (14) days of receipt of the offer will receive a payment of eight (8) weeks' pay in lieu of notice (in addition to their redundancy entitlements prescribed in clause (k) below).
- (j) Should there be insufficient expressions of interest and/or Council determines that a voluntary redundancy cannot be offered to an employee who expressed an interest; Council will then consider whether involuntary redundancies need to be implemented. An employee who is made involuntarily redundant shall receive the redundancy entitlements prescribed in clause (k) below and payment in lieu of notice as per the Award or Industrial Relations Act.
- (k) In the event of an employee being made redundant, a severance payment consisting two (2) weeks' payment per year of service with no proportionate payment, to a maximum payment of fifty-two (52) weeks will be paid, provided that the employee must receive as a minimum, an amount equal to the employee's salary for four (4) weeks.

### **2.3 Assistance to Employees whose Positions are Redundant**

- (a) During the redeployment/redundancy notice period, providing each case has the prior approval of the employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews.
- (b) Each employee whose position has been made redundant will be given a statement showing the

calculation of an estimate of the payments to be made to the employee should redundancy occur, at least fourteen (14) days before the date on which redundancy is to take effect.

- (c) Council will meet financial planning costs of up to \$500 for any employee subject to redundancy.

## **2.4 Positive Employment Relations**

### New Employees

New employees will be advised the names of all workplace delegates during their induction.

Workplace delegates are responsible for introducing themselves to new employees.

### Workplace Delegates

The Council recognises the role that relevant unions' workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution. On being notified in writing by the relevant union that an employee has been appointed as a workplace delegate the Council will recognise the employee as the relevant union's workplace delegate and allow them the following:

- (c) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- (d) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- (e) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members.

### Facilities and Conditions

The following facilities and conditions will be made available to the relevant union's workplace delegates or any other employee involved in any consultative forum:

- (a) wherever possible, meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings;
- (b) reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms;
- (c) access to a room with normal office facilities will be provided to discuss employment matters;
- (d) no employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

### Workplace Delegates Leave

A relevant union's workplace delegate, or an employee nominated by the relevant union, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- (a) Trade union training or specific relevant union's training courses approved by the relevant unions; and
- (b) Relevant union's annual or biennial conference; and
- (c) Relevant union's executive meetings; and
- (d) Biennial congress of the ACTU; and
- (e) Undertake a secondment to the relevant union.

## **2.5 Meetings**

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations with the employer, including union meetings.

## **2.6 Meeting Notices and Newsletters**

The Council will provide an accessible space within each work location for the posting of any relevant Award and the determination, and notices pertaining to employment relations within the workplace produced by the relevant unions. The relevant union's workplace delegate will be provided with access to this space.

## **2.7 Abandonment of Employment**

An employee who has been absent for seven (7) or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.

Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee.

Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day of absence with Council's consent.

## **2.8 Introduction of Change/Consultation**

The parties are committed to a consultation process that fosters a positive organisational culture.

In recognition of the requirements of s 198(1)(a) of the *Industrial Relations Act 2016*, Council will consult with employees before a decision is made in accordance with the consultation provisions and process attached to this Determination and marked Schedule B.

# **PART 3 – WAGES AND ALLOWANCES**

## **3.1 Wage Increase**

All employees covered by this Determination will receive the following wage increases;

- (a) A 2.5% increase effective from the date of Determination to be backdated to the first full pay period after 1 July 2019;
- (b) A 2.5% increase effective from the first full pay period after 1 July 2020;
- (c) A 2.5% increase effective from the first full pay period after 1 July 2021.

## **3.2 Productivity Measurement**

The parties recognise that improved service to the public and internal clients constitutes a productivity increase for the Council.

The parties shall aim to improve the quality, efficiency and accessibility of client services.

The parties agree that they will use their best endeavours to meet the following performance indicators:

- (a) Demonstration of process improvement to be measured by: -
  - (i) At least 10 processes per annum put forward by employees that demonstrate real cost efficiencies or process improvements that relate to safety improvements or a reduction in time required for specific tasks; and
  - (ii) At least 5 suggestions per annum put forward through the Postcard to the CEO mechanism; and
  - (iii) At least 5 initiatives per annum that are presented to the Executive Management Team meetings.

- (b) Seek a 10% reduction per annum in workplace incidents/accidents.
- (c) 25% of employees undertake training per annum as identified by approved Training Request forms.
- (d) Seek a 5% reduction per annum in workplace injuries, as reported through the quarterly Human Resources Reports to Council.
- (e) Positive comments received from the community – target of 5 comments per month as published in the employee newsletter.
- (f) Submissions are to be made for at least five (5) awards per annum that are relevant to local government. This could include, but is not limited to:
  - (i) The National Local Government Awards
  - (ii) The Local Government Managers Association Awards
  - (iii) The Local Government Managers Association Rural Management Challenge
  - (iv) The Economic Development Australia Awards
  - (v) The Resilience Australia Awards
  - (vi) Trainee/Apprentice of the Year Awards
  - (vii) Australian Water Awards
  - (viii) Queensland Government Tourism and Events Awards
- (g) At least five (5) funding applications per annum to a variety of sources should be made and demonstrate a level of success, with potential funding sources being;
  - (i) Building Better Regions (Federal)
  - (ii) Bridge Renewal Program (Federal)
  - (iii) Black Spot Funding (Federal)
  - (iv) National Disaster Recovery Funding (Federal and State)
  - (v) Building Our Regions (State)
  - (vi) Local Government Grants and Subsidies (State)
- (h) 90% completion of the capital works program per annum, with progress reported through the monthly Financial Report presented to Council.

The parties agree to discuss progress with respect to the productivity measures at each JCC meeting.

### **3.3 Flexibility of Meal Breaks**

The parties agree to a more flexible arrangement for the purpose of taking of lunch breaks. These flexible arrangements shall apply without attracting penalty rates, and include;

- (a) by mutual agreement, delaying the lunch break up to one hour for job completion, provided that agreement should not be unreasonably upheld.
- (b) staggered lunch break which may assist in reaching time table for job completion.

### **3.4 Boot Allowance**

Permanent employees required to wear steel cap boots for work will be reimbursed by Council \$130 (excluding GST) per annum upon receipt of an appropriate tax invoice. Consideration will be given to additional reimbursement on the basis of fair wear and tear. Boots will be required to be sighted.

### **3.5 Salary Sacrifice**

Salary sacrifice options in accordance with applicable state and federal legislation are available to all staff. Council have engaged an external company (as varied from time to time) to provide this service to interested employees.

Administrative costs associated with salary sacrifice are the responsibility of the employee. Employees are responsible for obtaining their own independent financial advice with respect to salary sacrifice.

### **3.6 WorkCover Top Up Payment**

During the life of this Determination, personal leave entitlements may be utilised to “top up” Workcover payments to 100% of the pre-injury enterprise agreement salary.

Conditions applying to access “top up” are as follows:

- (a) Top up workers compensation payments may only be topped up via an employee’s existing accrued sick leave balance.
- (b) Top up provision can only apply from the end of the first 26 weeks of the incapacity.
- (c) Employees must make a written application to Council before any “top up” arrangement is implemented.

## **PART 4 – HOURS OF WORK**

### **4.1 Spread of Hours**

- (a) By standing arrangement the ordinary hours of duty shall be spread from Monday to Saturday, 6.00am to 6.00pm all inclusive.
- (b) With the agreement of the majority of effected employees and approval of the employer, employees can commence their ordinary hours of duty at 5:00am.
- (c) Employees are only required to work any five (5) days out of six (6) days and shall be paid at ordinary time. The above arrangement shall be implemented by a process of consultation and negotiation with employees and unions and be rostered so as to ensure that employees are consulted prior to implementation. Requirement to work the “Saturday”, as part of the ordinary working week, shall receive a loading of time and one half. “Sundays” shall be entirely voluntary, and any work performed shall be paid at appropriate Award overtime rate.

### **4.2 Job Start Arrangements**

Council will pay employees travelling time at ordinary rates to and from job sites provided that the work commences at the normal start time and concludes at the normal finishing time within the employees spread of hours.

Travelling time shall only be paid when the total distance travelled from the employees allocated depot to the job site is in excess of 5km and only for that portion of the journey which is in excess of 5km.

Travel time is only paid at overtime rates for drivers of vehicles.

### **4.3 Nine Day Fortnight**

The nine (9) day fortnight is an essential part of the Southern Downs Regional Council work ethic. The following provisions for the working of RDO’s shall apply:

- (a) Where employees are requested to work their RDO, and it is mutually agreed, then no prior notice is required.
- (b) Where an employee is directed to work on an RDO then two (2) days’ notice shall be provided by the employer providing always that the two (2) days’ notice shall not constitute the sixth or seventh day of

the working week. No employee may be directed to work in excess of two (2) consecutive RDO's.

- (c) An employee who works on an RDO, may by mutual agreement, bank the day in accordance with the provisions of this Determination, or be paid the ordinary hours worked at ordinary time rates.
- (d) No employee shall accrue more than a total of five (5) days in RDO's and/or time in lieu and any RDO's worked after five (5) days have been accrued shall be paid at ordinary time.
- (e) Any employee with accruals of RDO's at the commencement of this Determination shall reduce the excess amount within the first nine months. If at the conclusion of this period the employee still retains an excess for which the employer has not been able to release the employee, then such excess RDO's shall be paid out at appropriate penalties applicable to sixth day overtime rates.

#### **4.4 TOIL Arrangements**

An employee may, with the approval of their supervisor, elect to take time off in lieu of overtime subject to the following conditions:

- (a) the option of taking time off in lieu of overtime shall apply to hours worked within the agreed span of hours, Monday to Sunday inclusive;
- (b) the maximum number of days an employee can accrue for TOIL shall not exceed five (5) days in any six (6) month period;
- (c) time off in lieu of overtime will accrue on the basis that the time accrued will be equivalent to the time actually worked;
- (d) accrued time shall be taken off at a mutually agreed time between the employee and their supervisor;
- (e) accrued time not taken within twelve (12) months of its accrual must be immediately taken by the employee or paid out to the employee at appropriate Award rates.

#### **4.5 Ten Hour Break Rule**

Should an employee receive more than two (2) call-outs of less than two (2) hours duration between the hours of 10.00pm and 5.00am or a call-out of more than two (2) hours duration between the hours of 9.00pm and 2.00am, then the 10 hour break rule shall apply.

Supervisors shall have the discretion of allowing employees an additional rest period in circumstances where the 10 hour break rule does not apply.

Apart from cases of emergent need, employees must not present to work within the 10 hour break period.

Employees who present for work within the 10 hour break rule without their supervisor's permission, must advise their supervisor that they are in breach of the 10 hour break rule. The supervisor, in consultation with the employee and Council's Work Health and Safety Officer, shall then determine if the employee should be sent home until the 10 hour break period has been met or if the employee will be permitted to work if there is an emergent need. Safety must be a paramount consideration when making this determination.

If the employee is sent home, payment of overtime for the 10 hour rule break shall not apply.

#### **4.6 On Call**

An employee who is on-call and being paid the on-call allowance shall be entitled to the minimum payment of one and a half hours for the first call out (at the relevant overtime rates). The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for, at time worked.

If an employee does not leave home to attend to the situation e.g. handled by phone or on the laptop, they will be paid a minimum of one (1) hour at ordinary time. The hourly rate payable will otherwise be in accordance with that prescribed in the relevant Award for actual time worked.

An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable timeframe.

## **PART 5 - LEAVE**

### **5.1 Annual Leave Arrangements**

Payment of annual leave in advance will only occur when four (4) weeks or more annual leave is taken.

Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

Employees may request to cash out their annual leave in accordance with the provisions of the *Industrial Relations Act 2016* as amended/varied from time to time but must maintain a balance of four (4) weeks.

An employee may only request to cash out annual leave instead of taking the leave on one (1) occasion per calendar year.

### **5.2 Sick Leave**

In cases where an employee's record of attendance at work is unsatisfactory, Council will require the employee to produce satisfactory evidence, which may include a doctor's certificate, before payment of any sick leave is made.

Should satisfactory evidence not be provided other leave (annual, TOIL) will need to be taken for the period of leave.

### **5.3 Special Family Leave**

The parties agree to five (5) days / one (1) week paid leave per year, taken from accumulated sick leave entitlements, for the purposes of special family leave, to be available on the following basis:

- (a) An employee with responsibilities in relation to their dependent child or children, or to immediate members of their family or household who need their care and support shall be entitled to special family leave.
- (b) The basis for the payment of special family leave will be in relation to issues dealing with the family and where there are:
  - (i) cultural matters
  - (ii) educational matters
  - (iii) legal issues
  - (iv) medical concerns
  - (v) religious matters
- (c) If the Council requests proof of the employee's responsibility for the family member, the employee should provide written evidence in the form of a birth certificate, letter from an adoption agency, statutory declaration or other letter of authority.
- (d) The period of paid leave as specified above shall not be increased where an employee has responsibility for more than one member of their family who needs care and support.
- (e) Such paid leave as specified above shall not be cumulative from year to year.
- (f) Where possible, the employee shall give the Council prior to the absence notice of the intention to take such leave, the name of the member of the family and their relationship to the employee, the reasons for taking such leave, and the estimated length of absence. If it is not possible for the employee to give notice in advance of being absent, the employee shall notify the Council by telephone of such absence at first opportunity on the day of the absence.

#### 5.4 Bereavement Leave

Permanent employees may be granted up to three (3) days bereavement leave, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below.

Where the leave is granted to those persons listed over and above those mentioned in the relevant Award such leave shall be deducted from sick leave credits.

spouse	partner	step-father	step-mother
father	mother	father-in-law	mother-in-law
brother	sister	half-brother	half-sister
step-brother	step-sister	brother-in-law	sister-in-law
son	daughter	son-in-law	daughter-in-law
grandfather	grandmother	step-son	step-daughter
		grandson	granddaughter

Employees who attend the funeral of an existing employee are entitled to use their sick leave credits to attend the funeral.

#### 5.5 Parental Leave

Employees are entitled to maternity, paternity and adoption leave and to request to work part time in connection with the birth or adoption of a child in accordance with the provisions of the *Industrial Relations Act 2016*.

After 104 weeks (2 years) of continuous service, on the birth or adoption of a child, a permanent employee is entitled to paid leave as prescribed below. In the event that both parents are Council employees, this leave is only available to one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take leave for an unbroken period of up to five (5) ordinary working days at the time of the birth of a child, exclusive of public holidays.

#### 5.6 Maternity Leave

A permanent fulltime employee who gives birth to a child is entitled to paid maternity leave dependent on the number of year's paid service the employee has with Council as follows and may be taken at half pay:

- (a) After a period of 104 weeks (two (2) years) continuous service but less than 208 weeks – four (4) weeks paid leave;
- (b) More than 208 weeks (four (4) years) continuous service – eight (8) weeks paid leave.

The abovementioned entitlements may be taken at double the length of time at half pay.

The total period of Maternity Leave available to an employee on any one occasion shall be fifty-two (52) weeks, which is inclusive of the above periods of paid leave.

Payment will commence upon the birth of the child and no lump sum payments shall be made.

An employee must provide written notice to Council in advance of the expected date of commencement of maternity leave. The notice requirements are:

- (a) At least ten (10) weeks prior to the expected date of confinement notice of intention to take maternity leave must be provided. This must be accompanied by a certificate from a registered medical practitioner stating that the employee is pregnant and identify the expected date of confinement.
- (b) At least four (4) weeks prior to commencing leave, a leave form must be submitted identifying the period of leave to be taken.

An employee will not be in breach of the above notice requirements if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

An employee must provide a statutory declaration stating any period of paternity leave sought, or taken, by the employee's partner.

For the period of maternity leave the employee will not engage in any conduct inconsistent with their conditions of employment or undertake any other form of paid employment without written consent of Council.

Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, Council may require the employee to provide a medical certificate stating that they are fit to perform normal duties. If normal duties cannot be offered, Council will explore other opportunities for the employee to undertake until the employee can return to their normal substantive role.

Permanent part time employees who otherwise meet the criteria above will be entitled to maternity leave as specified above on a pro rata basis based on their part time hours of work.

## **5.7 Partner Leave**

A permanent fulltime employee whose partner has given birth to a child will be entitled to up to ten (10) days paid partner leave from the time of the birth.

An employee will provide to Council at least six (6) weeks prior to each proposed period of partner leave:

- (a) A certificate from a registered medical practitioner which names their partner, states that they are pregnant and the expected date of confinement.
- (b) Written notification of the dates on which they propose to start and finish the period of partner leave.

The partner leave will be paid in one (1) continuous block period.

Permanent part time employees who otherwise meet the criteria above will be entitled to partner leave as specified above on a pro rata basis based on their part time hours of work.

In the event that an employee's partner dies during child birth and the employee becomes the sole caregiver of the child the employee will be entitled to maternity leave in accordance with clause 5.6 above.

## **5.8 Adoption Leave**

A permanent fulltime employee who adopts a child is entitled to paid adoption leave as set out below subject to supporting evidence being provided at least six (6) weeks prior to the date of adoption.

A primary caregiver is entitled to four (4) weeks paid adoption leave provided a statutory declaration identifying the employee as the primary caregiver is supplied.

An adopting parent, other than the primary caregiver, is entitled to two (2) weeks paid leave.

Permanent part time employees who otherwise meet the criteria above will be entitled to partner leave as specified above on a pro rata basis based on their part time hours of work.

## **5.9 Long Service Leave**

The parties recognise the anomalies in the different long service leave provisions in the 2017 Awards.

Accordingly, from the commencement of this Determination, each full-time employee shall be entitled to thirteen (13) weeks paid leave or the proportionate equivalent for part time employees based on hours of work after ten (10) years of continuous service, with a pro-rata payment after seven (7) years continuous service.

The parties agree that employees may apply for, on a voluntary basis, and Council may consider, applications for Long Service Leave to be taken at half pay.

Having regard to Council's operational and resourcing requirements, where approval is granted for Long Service leave to be taken at half pay it must also be taken at twice the period the employee would normally be required to take Long Service Leave on full pay. The wage rate applicable in these circumstances is therefore effectively apportioned over the total period of Long Service Leave taken, at the rate of half pay.

Payment of long service leave in advance will only occur when four (4) weeks or more long service leave is

taken.

An employee may be paid for all or part of their entitlement to long service leave instead of taking the leave on entering into a written agreement with Council to do so, with such payment to be made in the next fortnightly pay of the employee.

An employee may only request payment of all or part of their entitlement to long service leave instead of taking the leave on one (1) occasion per calendar year.

#### **5.10 Personal Leave**

Personal leave shall accrue fortnightly from the employee's commencement date at fifteen (15) days per annum, or the proportionate equivalent for part time employees based on hours of work. No lump sum accrual shall occur at the beginning of each anniversary date of the employee.

#### **5.11 Domestic and Family Violence**

Council recognises the impact of domestic and family violence on affected persons and acknowledges its obligations under the *Industrial Relations Act 2016*. Domestic and Family Violence matters will be managed in accordance with the IR Act and Council's Domestic and Family Violence Procedure.

#### **5.12 Leave Without Pay**

Employees may seek leave without pay which will be at the discretion of the CEO/delegate;

Such leave will not constitute a break in the continuity in service of the employee; however the accrual of benefits and leave during this period will be suspended after a period of three (3) months.

### **PART 6 – MISCELLANEOUS PROVISIONS**

#### **6.1 Training**

Council will continue to commit itself to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training; and
- (c) such training shall be structured and wherever possible nationally accredited.

Council will undertake its training and development program in accordance with identified priorities and in consultation with its employees within the annual allocation set in Council's budget.

Where possible, training and skill development will be carried out in normal working hours. Any training outside normal working hours shall have regard to workers' family responsibilities.

The parties agree that ordinary time will be paid to those employees unless otherwise specified who agree to attend a Council approved course of mandatory training or retraining held outside of normal hours of work. This will include Saturdays and Sundays.

Accommodation will be provided where employees are required to travel distances beyond a reasonable day's travel.

#### **6.2 Multiskilling**

All employees of Council are committed to maximising productivity and efficiency for the work they do for the community. To achieve this outcome, they are prepared to continue with their multi-skilling of tasks.

Multi-skilling means that employees shall undertake all tasks which they are trained for and legally qualified and is to be used to maximise the performance of the task.

Where practical, the multi-skilling shall be performed in a team environment and not used to promote de-skilling.

Where multi-skilling occurs at a lower Award level, their classification shall be maintained and where tasks of a higher level are performed, that Award level shall be paid in accordance with the provisions for higher duties allowance contained in the relevant Awards.

Council shall recognise demonstrated capacity to work in a multi-skilling environment. This shall lead to accelerated progress between classification levels found in the relevant Awards and wage structures located in the Awards.

### **6.3 Employment Security**

Council will maintain a permanent workforce during the term of this Determination. Council will not use any shared resource joint enterprises, shared services companies or regional collaboration (however named) unless they are wholly owned and operated by one or more Queensland local governments. Southern Downs Regional Council employees providing a shared service(s) will be employed in accordance with the terms of this Determination.

Service delivery levels provided by Council will be maintained and/or improved during the term of this Determination. Savings through economies of scale or otherwise will be returned to the community through additional services.

Council acknowledges that, in general, services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees.

If a service is already outsourced by contract at the time of commencement of this Determination, then that service will not be affected by this clause for the life of that contract.

### **6.4 No Extra Claims**

The parties to this Determination undertake that during the period of operation of the Determination, there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Determination.

### **6.5 Merit Based Appointments**

Council has the right to advertise permanent positions internally and externally simultaneously, where there is no clear suitable internal candidate. Following the requirements of Section 6.3 (Employment Security) and Council's preference to enhance the career prospects of its own employees, internal applicants will be given preference over external applicants where all else is equal.

### **6.6 Transition to Retirement**

Council wishes to provide support to employees seeking to transition to retirement. To achieve this, Council wants to work with employees to develop a retirement plan which supports a positive transition for both parties.

Subject to operational requirements, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement.

Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.

A phased retirement arrangement will involve the employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the employee will also identify agreed arrangements with respect to all accrued annual and long service leave.

Council will provide employees who enter into a phased retirement agreement with an agreed retirement date of less than six (6) month with financial assistance of up to \$750.00 for use by the employee to obtain financial and associated retirement advice.

Council may give consideration to utilisation of annual leave and long service leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council.

Half pay leave arrangements will not be applied in such circumstances.

## **6.7 Major Projects Agreements (MPA)**

Major projects are important and significant planned pieces of work or activities carried out over a period of particular time to achieve a particular purpose but would not include day to day operational projects and would normally include a requirement for a change in work patterns.

For major projects the ordinary hours of work and span of hours shall be by mutual written agreement between Council and the employee/s taking into account the needs of the project and to give flexibility for the workforce. The parties agree to consider the following but not limited to:

- (a) Spreading ordinary hours over seven (7) days;
- (b) Ordinary hours at any time over the day.

The following process will be followed:

- (a) Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours;
- (b) Directly affected employees, relevant employee organisations (if applicable) and Council will consult and agree on arrangements to be implemented;
- (c) The arrangements need to meet the operational requirements of Council;
- (d) Agreement needs to be obtained from more than sixty percent (60%) of affected employees;
- (e) Both parties agree to genuinely consider any reasonable agreement proposed.

Where established, MPA's will be read in conjunction with the relevant Awards and this Determination.

The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees.

## **6.8 Individual Flexibility Agreements (IFA)**

To meet the needs of Council and an individual employee, Council and an employee may enter into an IFA to vary the terms of this Determination with respect to:

- (a) Overtime rates;
- (b) Penalty rates;
- (c) Allowances;
- (d) Leave loading; and
- (e) Arrangements about when work is to be performed.

The following process will be followed:

- (a) The employee, the employee's employee organisation (if applicable) and Council will consult and agree on arrangements to be implemented;
- (b) The arrangements need to meet the operational requirements of Council;
- (c) Both parties agree to genuinely consider any reasonable agreement proposed.

The terms of an IFA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the employee and must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Determination and are only about matters required or permitted to be in this Determination.

## **6.9 Local Area Work Agreements (LAWA)**

The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.

Where Council and relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

- (a) Directly affected employees, relevant employee organisations (if applicable) and Council will consult and agree on arrangements to be implemented;
- (b) The arrangements need to meet the operational requirements of Council;
- (c) Agreement needs to be obtained from more than sixty percent (60%) of affected employees;
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

Where established, LAWA's will be read in conjunction with the relevant Awards and this Determination.

The terms of an LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees.

## SCHEDULE A - Dispute Resolution

### Dispute Resolution

#### 1.1 Prevention and settlement of disputes – Award or Determination matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Award or this Determination by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) 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.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of this Determination, 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 clause 1.1(c) (i), 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 relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to Council 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 Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### 1.2 Prevention and settlement of employee grievances and disputes – other than Award or Determination matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to Council or the Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (c) Council shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) Council may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance 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 grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## SCHEDULE B - Consultation

### Consultation - Introduction of changes

In recognition of the requirements of s 198(1) (a) of the *Industrial Relations Act 2016*:

#### 1.1 Council's duty to notify

- (a) Before making or implementing a final decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 1.1(a) and (b) an alteration shall be deemed not to have significant effect.

#### 1.2 Council's duty to consult over change

- (a) Before making or implementing a final decision, Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable.
- (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 1.2(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### SCHEDULE C - Wage Schedule

Grade	Level	Current Salary (fortnightly)	2.5% per fortnight effective from first full pay period after 1 July 2019	2.5% per fortnight effective from first full pay period after 1 July 2020	2.5% per fortnight effective from first full pay period after 1 July 2021
Grade 1	Level 1	1,929.94	1,978.19	2,027.64	2,078.33
Grade 1	Level 2	1,951.75	2,000.54	2,050.56	2,101.82
Grade 1	Level 3	1,982.98	2,032.55	2,083.37	2,135.45
Grade 1	Level 4	2,017.23	2,067.66	2,119.35	2,172.34
Grade 1	Level 5	2,052.57	2,103.88	2,156.48	2,210.39
Grade 1	Level 6	2,090.83	2,143.10	2,196.68	2,251.60
Grade 2	Level 1	2,136.45	2,189.86	2,244.61	2,300.72
Grade 2	Level 2	2,180.23	2,234.74	2,290.60	2,347.87
Grade 2	Level 3	2,225.94	2,281.59	2,338.63	2,397.09
Grade 2	Level 4	2,275.53	2,332.42	2,390.73	2,450.50
Grade 3	Level 1	2,328.07	2,386.27	2,445.93	2,507.08
Grade 3	Level 2	2,382.58	2,442.14	2,503.20	2,565.78
Grade 3	Level 3	2,430.68	2,491.45	2,553.73	2,617.58
Grade 3	Level 4	2,485.26	2,547.39	2,611.08	2,676.35
Grade 4	Level 1	2,539.71	2,603.20	2,668.28	2,734.99
Grade 4	Level 2	2,594.28	2,659.14	2,725.62	2,793.76
Grade 4	Level 3	2,648.79	2,715.01	2,782.88	2,852.46
Grade 4	Level 4	2,703.23	2,770.81	2,840.08	2,911.08
Grade 5	Level 1	2,757.74	2,826.68	2,897.35	2,969.78
Grade 5	Level 2	2,812.19	2,882.49	2,954.56	3,028.42
Grade 5	Level 3	2,866.76	2,938.43	3,011.89	3,087.19
Grade 6	Level 1	2,957.63	3,031.57	3,107.36	3,185.04
Grade 6	Level 2	3,048.44	3,124.65	3,202.77	3,282.84
Grade 6	Level 3	3,139.38	3,217.86	3,298.31	3,380.77
Grade 7	Level 1	3,230.25	3,311.01	3,393.78	3,478.63
Grade 7	Level 2	3,320.99	3,404.01	3,489.12	3,576.34
Grade 7	Level 3	3,411.86	3,497.16	3,584.59	3,674.20
Grade 8	Level 1	3,520.95	3,608.97	3,699.20	3,791.68
Grade 8	Level 2	3,629.89	3,720.64	3,813.65	3,908.99
Grade 8	Level 3	3,739.04	3,832.52	3,928.33	4,026.54
Grade 8	Level 4	3,841.40	3,937.44	4,035.87	4,136.77
Grade 8	Level 5	3,943.66	4,042.25	4,143.31	4,246.89

Note: The percentage or monetary increases provided in Schedule C take into account any safety net increases Awarded by the Queensland Industrial Relations Commission.