

SEQ distribution and retail water retransfer
Workforce framework 2012

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1. Title

- 1.1 The SEQ Distribution and Retail Water Retransfer: Workforce Framework 2012 (Framework) has been established by the SEQ Water Reform Industrial Relations Working Party (IR working party) to assist Allconnex Water, Councils and employees during the Water Reform Period.

See details of the proposed affected employing parties in Attachment 1.

- 1.2. The Framework recognises that:

- One of the Government's key priorities during the Water Reform Period is to ensure job security for existing Allconnex Water employees.
- The Chief Executive Officers (CEO) of the Councils are responsible for confirming appointments of employees transferring from Allconnex Water. The Councils will take into account advice from Allconnex Water as described in this Framework.
- The CEOs of the Councils and the CEO of Allconnex Water shall meet and agree, as far as possible, the positions and employees to transfer to the Councils. The final decision lies with the CEOs of the Councils.
- If there is disagreement over a particular position/s and employee/s to be transferred, the matter shall be referred to the Queensland Industrial Relations Commission (QIRC) for a declaration under Section 273A of the *Industrial Relations Act 1999* in relation to the disagreement, as an "industrial matter".
- The Framework is directed at ensuring the implementation of the reform with minimal operational impact on affected workplaces. Councils, Allconnex Water and Unions are committed to the principles and processes prescribed in this Framework for the purposes of determining the transfer of employees to the Councils
- Upon finalising the Framework, the IR working party will recommend that the State Government approves the Framework and give it legal force and effect through the legislation (South East Queensland Water (Distribution and Retail Restructuring and Other Legislation Amendment Bill 2011).
- This Framework will replace the SEQ Distribution and Retail Water Reform Workforce Framework 2009 for Allconnex Water, Redland City, Logan City and Gold Coast City Councils.

2. Commencement and Expiry

2.1 The Framework:

- Commences on 16 December 2011 ; and
- expires three years from when the affected employee transfers to a relevant Council, or on 30 June 2015 for any new employees employed by a Council in their Water Business.

2.2 The Framework is intended to cover the Reform Period which comprises of Interim, Transition and Operating Periods as defined:

Interim Period - the period from the date the Framework commences until the date the transfer schemes are provided to the Minister.

Transition Period - the period from the end of the Interim Period until the employee transfers to the Councils from Allconnex Water.

Operating Period - the period from the date of the employee transfer to expiry date of the Framework for that employee.

3. Objectives of the Framework

3.1 The objective of the Framework is to establish terms and conditions of employment that are consistent with the principles outlined below that will apply during the Reform Period and to prescribe the minimum enforceable employment standards and practices to apply during the Reform Period.

3.2 The purpose of the Framework is to establish:

- A supportive and transparent Framework to apply for employees during the Reform Period.
- A set of principles and practices, which Councils and Allconnex Water will adhere to in the treatment of their employees during the Reform Period.
- Appropriate and fair treatment of employees during the Reform Period.
- A consistent set of parameters to be used by Councils and Allconnex Water to assist in making the Reform Period as seamless and as efficient as possible.
- An avenue for employees to utilise so disputes can be resolved quickly, efficiently and sensitively; and a basis for “modelling” best practice change management practices.

4. Relationship to Existing Employment Arrangements

4.1 The Framework shall be read and interpreted wholly in conjunction with applicable industrial instruments and existing employment arrangements.

Such arrangements include those stipulated by relevant human resources policies and procedures. Where any inconsistency exists between the Framework and applicable industrial instruments and employment arrangements, whichever provides a more favourable outcome to an employee will apply.

5. Application

- 5.1 The Framework applies to the Councils and Allconnex Water.
- 5.2 The affected employing parties are listed in Attachment 1.
- 5.3 The Framework will apply to employees (as defined in this Framework) of Councils and Allconnex Water employed on awards and enterprise agreements and employees on individual common law contracts, except as otherwise provided in this Framework.
- 5.4 The Framework also applies to all permanent and long term temporary/maximum term employees and long term casual employees who are employed in Allconnex Water during the Reform Period, subject to the limitations of their particular terms of engagement.
- 5.5 New permanent employees employed after the commencement of this Framework during the Reform Period by Allconnex Water or Councils in their water businesses will be covered by the provisions contained within the Framework in accordance with its terms.
- 5.6 The Framework does not apply to:
 - 5.6.1 New employees engaged temporarily during the Interim and Transition Periods to perform work in preparation of the transition from Allconnex Water.
 - 5.6.2 Independent contractors who provide a service to Councils and Allconnex Water, or
 - 5.6.3 To employees engaged by labour hire companies that provide a service to Councils or Allconnex Water.
 - 5.6.4 To avoid any doubt, this means that these categories of employees and contractors are excluded from the identification and transfer principles and processes provided for in this Framework.
- 5.7 The Framework does not apply to day-to-day employment matters outside the reform process and as such it does not apply to the normal employment during the Reform Period.
- 5.8 The Framework provisions are developed to assist in the transfer process and address any changes directly arising from this reform.
- 5.9 The Framework is not intended to cover future Council business reforms not related to this retransfer.

5.10 Where an employment matter is claimed to be the consequence of the Water Reform:

- The employee must state the basis for their genuine belief that a motivating factor in the matter affecting their employment is the Water reform; and
- the matter will not be considered to be a consequence of the Water Reform where the Council is able to show that the Water Reform was not a motivating factor for that employment matter.

6. Reform Dispute Resolution Process

6.1 The objective of this dispute resolution process is to:

- promote the resolution of disputes or matters that may give rise to an industrial dispute, by measures based on consultation, co-operation and discussion;
- to reduce the level of industrial confrontation; and
- to avoid interruption to the performance of work and the normal operational services of existing businesses.

6.2 Grievance by Employee

The dispute resolution process steps are outlined under clause 6.4. However, any employee of a Council or Allconnex Water, who feels aggrieved as a result of a decision, which they regard as being inconsistent with this Framework, can also at any time raise, or their Union representative can raise, the matter directly with the relevant CEO who is ultimately responsible for the Framework's implementation during the Reform Period.

6.3 The following are excluded from this process:

- A grievance or dispute about the decision to discontinue participation in Allconnex Water; or
- the merit of the terms and conditions outlined within this Framework to implement the reforms.

6.4 Grievance Process

Throughout the process the employee/s may request their relevant Union representative to participate or represent the employee/s. If both parties agree, the matter can proceed directly to the QIRC (stage three). The Dispute Resolution Procedure is as follows:

Stage One

The employee(s) and/or relevant Union representative will contact the relevant Manager or Human Resources representative within the relevant Councils and attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee(s) and/or the relevant Union representative and, if requested by the employee(s), the relevant Union Official will meet with the Manager and the CEO or delegate of the relevant Council within seven (7) working days after the end of Stage One in an attempt to resolve the matter.

The CEO of the relevant Council(s) or Allconnex Water will make a determination on the matter after no more than fourteen (14) working days, or a longer period if agreed by the parties, from the date that Stage Two notification commenced, in order that the CEO of the Council(s) or Allconnex Water has sufficient opportunity to adequately consider the matter in an attempt to resolve the matter.

Stage Three

Where the matter is not resolved within 14 days of the completion of Stage Two, the employee and/or the relevant Union representative can take unresolved grievance or dispute pertaining to the matter to the QIRC for conciliation and/or arbitration under Section 273A of the *Industrial Relations Act 1999* to resolve the grievance or dispute, as an "industrial matter".

Note: If an employee accesses this process before the QIRC and the employee is simultaneously pursuing the same matter concerning the reform in another jurisdiction or under an industrial agreement, the employee must inform the QIRC or relevant tribunal if that is the case.

At each stage of this procedure a record should be made of the time and date of discussions and relevant outcomes.

6.5 "Status Quo" arrangements

Whilst the grievance and disputes procedure is being followed, the "status quo" continuation of work and customary work practices/conditions shall prevail and every endeavour shall be applied to ensure that normal practices continue, until such time as a settlement is reached. This shall not apply where the dispute or grievance matter relates to the transfer of an employee to a relevant Council. In those instances parties may escalate the dispute as necessary to ensure resolution prior to 1 July 2012.

7. Staff Support Reform Principles

7.1 The following set of principles underpins the Reform Period;

- Public ownership of water assets will be maintained;
- Labour savings are not, and never have been, a driver for reform;

- Staff and Unions have been, and will continue to be, engaged throughout the implementation process;
- There will be no forced redundancies during the Reform Period of employees affected by this reform;
- There will be no forced relocations;
- Workers' entitlements and conditions will be protected;
- The terms and conditions of employment contracts will be honoured; and
- The Queensland Government will enact legislation to ensure that employees transferring from Allconnex Water to the Councils are protected.

7.2 The following supporting principles underpin the Framework.

- Maximise employment security for affected employees;
- Maximise the retention of skilled and experienced employees;
- Minimise the impact on affected employees;
- Maximise employee and union involvement in the changes;
- Contracts of employment will be honoured;
- Maximise support to employees throughout the Reform Period;
- Treat employees fairly and with respect;
- Merit and equity in all appointments;
- Prompt and sensitive dispute resolution;
- No overall loss of employment;
- No overall reduction in working conditions;
- No overall disadvantage to employees;
- No forced relocations;
- The Framework applies in conjunction with existing industrial instruments; and
- Unions' right of access to workplaces.

7.3 The industrial agreements for the Councils are in the State industrial relations system.

8. Prescribed Employment Practices for Transfer

The following employment practices will give effect to the Staff Support Reform principles.

Employment conditions - Interim and Transition Period

During the Interim Period Allconnex Water will continue to apply the terms of all applicable industrial instruments and arrangements.

Employment conditions - Operating Period

Employees will transfer to Councils on the terms and conditions of employment existing immediately prior to transfer. This includes transferring the employee's terms and conditions, substantive classification level and where relevant, increment.

8.1 Job Security

8.1.1 Employees who originally received notification as an affected employee to remain employees of Council will continue to do so on the terms and conditions of employment existing immediately prior to the Reform Period. This includes the employee's terms and conditions including substantive classification level, and where relevant, increment.

The Framework ensures that there are no forced redundancies or no overall loss of employment directly as a result of the Water Reforms during the Reform Period.

8.1.2 While there will be no forced redundancies as a consequence of implementing the Water Reform, matters arising from ordinary management business such as dismissals for poor performance, incapacity or misconduct by employees of existing businesses are not covered by this provision.

8.1.3 Employees will not be financially disadvantaged when participating in any re-training, re-skilling or other reform strategies.

8.1.4 The Water Reform process does not:

- (a) Interrupt an employee's continuity of service; or
- (b) Reduce the employee's benefits, remuneration, classification level and increment level; or
- (c) Affect the employee's existing or accruing rights to superannuation or recreation, sick, long service or other leave; or
- (d) Entitle the employee to a termination or redundancy payment from the previous employer as a result of no longer being employed by Allconnex Water.

8.2 Industrial Environment

- 8.2.1 During the Reform Period all employees will maintain, as a minimum, their terms and conditions of employment as they existed prior to the Transition Period, including the employee's income, same salary level and employees terms and conditions including substantive classification level, and where relevant, increment level. Such terms will be referred to as "maintained or transferred" terms and conditions of employment.
- 8.2.2 The Framework may, in some instances, supplement maintained or transferred terms and conditions of employment, industrial instruments and arrangements applying to individual employees, but for reform related activities only, and as such, should be read in conjunction with maintained or transferred terms and conditions of employment applying to employees, subject to this Framework.
- 8.2.3 Where under maintained or transferred terms and conditions of employment, a term or condition of employment such as a wage increase or new arrangement is due to be implemented during the Reform Period; such terms and conditions of employment will be administratively implemented by Allconnex Water or the Council to which they are appointed.
- 8.2.4 New industrial instruments will be made between the relevant parties (the union/s and Councils) under the Queensland *Industrial Relations Act 1999*. The new industrial instruments will be negotiated in accordance with the following schedule of nominal expiry dates, unless the parties to the new industrial instruments agree to extend the period of time:
- *Gold Coast City Council Enterprise Bargaining Agreement 2009 – 30 June 2012;*
 - *Logan City Council Certified Agreement 2009- 31 December 2011;*
 - *Redland City Council Employee's Certified Agreement 1 (2009) – 30 June 2012; and*
 - *Redland City Council Officer's Certified Agreement 1 (2009) – 30 June 2012.*

If there is no agreement to extend the period of time, the parties can refer the matter to the QIRC for conciliation and/or arbitration. If the parties agree to extend the period of time, the transferred terms and conditions remain in place until new industrial instruments are negotiated and made.

Where an agreement is made in a Council to replace an expiring agreement prior to transfer, a new agreement will apply to Allconnex staff identified to transfer to that Council.

Unions representing water business employees may make claims and seek inclusions for water business employees in those negotiations with relevant Councils. Upon request from Unions, the Councils will facilitate the inclusion of water business employees in these negotiations. The relevant Councils, after negotiation and

settlement of the relevant terms, will include coverage and provisions for water business employees in their new industrial instruments. Allconnex Water will allow paid time off and the relevant Councils will permit Allconnex Water employees nominated by Unions to attend and participate in any meetings held before 30 June 2012 for the purpose of negotiating and settling those claims.

For the purposes of the new industrial instruments the “no disadvantage” test must be based on the transferred terms and conditions (including relevant awards) that applied immediately to each individual employee prior to the transfer of employees to the Councils. The “no disadvantage” test must be applied so as to ensure that the new industrial instruments must not, on an overall basis, disadvantage employees in relation to the terms and conditions that transferred with the employees to a relevant Council (that is, the conditions the employees were engaged under Allconnex Water).

8.3 Confirmation Arrangements of Employment Conditions

8.3.1 Prior to the commencement of the Transition Period, Allconnex Water shall provide each employee who is transferring to the Councils with a certificate of accrued entitlements, which shall include the following information:

- Position (attaching a copy of the existing position description or summary) and work location;
- Salary level, classification level and increment;
- Allowances;
- Any over award payments;
- Award/agreement coverage;
- Superannuation fund and contribution rate;
- Hours of work;
- Length of service;
- Any special conditions of engagement including, but not limited to relevant factors relating to Career development/progression consistent with performance management plans; and
- Details of accrued leave and other entitlements (e.g. RDOs, TIL/TOIL)

8.3.2 Continuity of service

This includes recognising a transferred employee’s entitlement to continuity of service with Allconnex Water as if the previous service had been with the Councils for the purposes of accruing superannuation, recreation, sick, long service or other leave.

8.3.3 Accrued Entitlements for transferred employees

- 8.3.3.1 Employees will transfer to the Councils with no less than their existing employee entitlements. This includes but is not limited to, long service leave, annual leave, sick leave accrued in respect of their employment and service with Allconnex Water as if the previous service had been with the Councils.
- 8.3.3.2 In the event an employee accepts a voluntary redundancy or is made redundant, the employee's continuous employment with Allconnex Water and/or a Council shall count for the purposes of calculating redundancy payments.
- 8.3.3.4 Where any applicable award or agreement or regulation provides for the portability of long service leave or sick leave accruals between Local Government entities and between Local Government and State Government entities, this entitlement will continue to apply to the relevant employees after transitioning to the Councils.

8.3.4 Other Entitlements

- 8.3.4.1 The parties recognise that in Water and Sewerage Operations, a significant part of an employee's income is derived from overtime, on call arrangements and systematic allowances (including but not limited to Live Sewer and Work under Extraordinary Difficult or Unpleasant Conditions payments). Furthermore, the parties recognise that where on call, rostering and overtime arrangements have been established, employees will have based work/life balance choices on these arrangements.

Therefore, to ensure no disadvantage to employees, financially and in terms of family/lifestyle commitments, live sewer rostering and overtime arrangements will not be changed until there has been:

- (a) Consultation with relevant unions and employees; and
- (b) If an agreement cannot be reached refer to the dispute resolution process.

Where formal agreement is made and an employee is disadvantaged by such a decision, the provisions of this Framework (including but not limited to Income Maintenance in accordance with the terms of the Framework) will apply.

- 8.3.4.2 Where a motor vehicle or other entitlement is part of an employee's salary package (for example, the costs of the running a motor vehicle are reimbursed) or an employee has private use of a supplied motor vehicle and the benefit has been removed, then negotiated value of the benefit will form part of the employee's gross salary, or a lump sum payment as compensation will be negotiated between the

employee and or their Union representative and the employer.

8.3.4.3 All rights held by employees and applicable processes under the *Workers Compensation and Rehabilitation Act 2003* continue with the Councils and Allconnex Water. The Councils will need to ensure their continued workers' compensation insurance coverage.

8.3.4.4 Employees who transfer to a Council will not be required to serve a probationary period or qualifying period of employment unless the employee at the time of transition is already serving a probationary period. This period must be completed in accordance with the transferred terms and conditions of employment as provided for in this Framework and the *Industrial Relations Act 1999*.

8.4 Secondments from Allconnex Water to a Council during the Interim and Transition Periods

8.4.1 Councils may request and Allconnex Water and an employee may agree for the employee to perform work in accordance with their job description or other agreed duties within a relevant Council for an agreed specified period, periods or tasks.

8.4.2 For each pay period during the specified period(s) the employee will receive the greater of:

8.4.2.1 The amount the employee would have received for performing their usual work for each pay period under the relevant industrial instruments for Allconnex Water; or

8.4.2.2 The amount the employee would have received for performing the work with the Council, had the employee been covered by the relevant Council Agreement.

8.5 Interim period

8.5.1 The Framework requires that during the Interim Period:

8.5.1.1 The CEOs of Allconnex Water and Councils are responsible for identifying the positions and potential employee occupants of those positions who will transfer to the Councils.

8.5.1.2 The CEO of Allconnex water shall meet with the CEOs of Councils to resolve, as far as possible, the employees to transfer to the Councils. The CEOs will apply their best endeavours to reach an agreed outcome.

8.5.1.3 Following the above process, the ultimate decision regarding the transfer of employees will be made by the CEOs of the Councils.

- 8.5.1.4 There will no forced change in work locations during the Interim Period as a consequence of this Water Reform.
- 8.5.1.5 The Framework is directed at ensuring the implementation of the reform with minimal operational impact on affected workplaces.
- 8.5.1.6 Allconnex Water will continue to operate the water business during the Interim and Transition Period until the commencement of the Transition Period. Appointments to vacant positions in Allconnex Water and Councils will be in accordance with the relevant existing industrial instrument.

8.5.2 Identification of Employees to transfer from Allconnex Water

- 8.5.2.1 (a) The CEO of Allconnex Water will provide the number, title and classification of all existing Allconnex Water employees and will provide this information to the Council CEOs.

(b) The CEO of each Council will determine the organisational structure and positions for their Council water business by 1 March 2012. This may be a transitional structure. The organisational structure may take into account changes which have occurred within Councils since July 2010, and therefore may be different to the previous structure of the Council's water business.

This information will be provided to the relevant Water Reform Employment Consultative Committee at the time it is determined.

(c) Each Council CEO will notify affected employees of their position in the published organisational structure by 15 March 2012. Relevant considerations in appointing employees to positions will include the Council's operational requirements and the employee's capabilities and circumstances (including location).

(d) All permanent Allconnex Water employees, and those employees with a maximum term employment date beyond 30 June 2012 will be identified with a position to transition to in one of the three Councils.

(e) For all transitioning employees, the terms and conditions of employment will be as governed by this Framework.

- 8.5.2.2 Transferring employees will be appointed to a transitioning position with a Council for which they will not be required to apply. The aim of this process is to make decisions that minimise hardship to any employee and achieves operational effectiveness for the Councils.

- 8.5.2.3 Where an employee presents evidence that the transfer to a Council will cause that employee undue hardship, the CEO of the relevant Council and Allconnex Water, in consultation with the employee and their Union representative, will discuss appropriate alternatives to deal with such cases. Voluntary redundancy will be considered as a last resort.

8.6 Transition Period

- 8.6.1 Confirmation of notice to transfer
- 8.6.1.1 Transferring employees identified to transfer to the Councils will be notified by the relevant Council two months prior to actual transfer. Refer to clause 8.3.1 for the statement of transferred conditions.
- 8.6.1.2 This notification will identify the
- position in the Council's organisational structure that the employee will transfer and be appointed to; and
 - confirmation that their terms and conditions of employment will be transferred and protected three years from their original date of transfer to a Council (or until 30 June 2015 for new employees of Council water businesses).
- 8.6.2 Confirmation of appointment to a position
- 8.6.2.1 Transferring employees will be appointed to positions in the relevant Councils organisation structure by transfer on the same terms and conditions of employment existing immediately prior to the transfer in accordance with the details provided on the transfer certificate.
- 8.6.2.2 If the number of transferred employees result in a surplus number of employees in the Council's organisational structure, the CEOs of relevant Council will consider retraining and/or redeployment options.
- 8.6.2.3 If an employee presents evidence that the allocated transfer to the Council will cause undue hardship, the CEO of the relevant Council and Allconnex Water in consultation with employees and their Union representative, will discuss appropriate alternatives or arrangements consistent with the provisions of this Framework to deal with such cases. Voluntary redundancies may be considered as a last resort.

8.6.2.4 Any grievance arising from this process should be pursued in accordance with the Dispute Resolution Procedure.

8.6.3 Work Locations and Impact on Travelling Arrangements

8.6.3.1 It is acknowledged and understood that as a consequence of the de-establishment, there will be a need for review of work locations across all relevant Councils. This will only be done based on operational requirements and work locations will be maintained where practical. If a Council intends to change work locations of any employee to which this Framework applies, they will consult with employees and their Unions prior to making any final decision regarding permanent changes to work locations. This consultation should be based on a written business case justifying the change in work locations.

8.6.3.2 Where the relevant Council has attempted to ensure that both operational and personal requirements are addressed, but nonetheless an employee is able to demonstrate she/he will suffer undue hardship as a result of the new work location (for example: proven difficulties for the employee to balance work and family responsibilities), Voluntary Redundancy may be offered by the relevant Councils as a last resort.

8.6.3.3 In assessing hardship, the relevant Council's CEO will consider the impact on employees' personal circumstances, including family-life balance. The CEO of the relevant Council and Allconnex Water will consult with employees and Unions, prior to making any final decision regarding permanent changes to work locations and requirement for an employee to travel as a consequence of a change in work location.

8.7 Operating Period

8.7.1 Redeployment

8.7.1.1 If after the commencement of the Operating Period an employee is deemed to be surplus to organisational requirements, the employee may be appointed by redeployment to another position.

8.7.1.2 Surplus employees must participate actively in the redeployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and retraining opportunities and being proactive in searching and applying for jobs.

- 8.7.1.3 Surplus employees must be provided with appropriate and reasonable training and assistance so as to enhance redeployment opportunities and to maximise job effectiveness and job satisfaction.
- 8.7.1.4 Employees will not be financially disadvantaged when participating in any retraining, re-skilling or other reform strategies. That is, employees will receive no less than their maintained or transferred salary.
- 8.7.1.5 Redeployment at level or higher
 - 8.7.1.5.1 Surplus employees may be offered redeployment to another suitable position, at the same or higher classification level, with similar terms and conditions and location. The classification and terms and conditions will be based on the employee's maintained or transferred classification level and terms and conditions.
- 8.7.1.6 Redeployment to lower level
 - 8.7.1.6.1 An employee who is deemed to be surplus may be offered redeployment to a suitable position that is a lower classification level than their maintained or transferred classification level and terms and conditions. Redeployment to a suitable lower classified position can only occur by agreement. If an employee accepts redeployment to a lower level classification the employee's maintained or transferred income will be maintained for a period of 12 months from the date of redeployment.
 - 8.7.1.6.2 After twelve (12) months, the redeployed employee will revert to the highest pay-point of the new classification level of the redeployed position. This period can be extended by the CEO of the employer.
 - 8.7.1.6.3 During the twelve (12) month income maintenance period, the redeployed employee will be considered for appointment to any position that arises with a classification level equivalent to that of their maintained or transferred classification level. If the employee is deemed to be suitable by the CEO for the position, the redeployed employee may be appointed to the position. The CEO must take into account any existing

agreement provision relating to redeployment arrangements that may be more favourable than the provisions outlined in this Framework.

8.7.1.6.4 Where an employee accepts redeployment to a lower classification level position, and at the end of 3 months working in this position the redeployed employee is dissatisfied with the redeployed position, the redeployed employee can make a request to the CEO of the employer to be reconsidered for employment options such as redeployment to another suitable alternative position, re-training or re-skilling. If a suitable role cannot be identified after all these options have been exhausted, the employee can then be considered for a Voluntary Redundancy, in accordance with Attachment 3 of this Framework. It should be noted, that poor performance is not an excuse for Voluntary Redundancy under this Framework and should be managed in accordance with industrial agreements or policies related to poor performance. However genuine consideration must be given to the factors surrounding those cases where an employee has agreed to work in a position that is significantly different from their previous position and is experiencing difficulty.

8.7.2 Travel Expenses

8.7.2.1 As a consequence of a change in work locations, it may be necessary for employees to travel extra distance to and from home on a daily basis to the new work location. Extra travelling can only occur where an employee can reasonably travel to and from home on a daily basis to the new work location and this does not cause undue hardship to the employee.

8.7.2.2 If the travelling distance is excessive and an employee agrees to move residence closer to the new work location, then the employee may be entitled to relocation expenses provided for in this Framework.

8.7.2.3 When an employee is required to travel greater than 5 km from their previous workplace location to a new work location travelling expenses will be paid to the employee in accordance with existing

industrial instruments or with the safety net provisions outlined in Attachment 2 - Definitions, whichever is the greater. This does not apply where an employee is on contract and the terms of the contract provide for the travelling expenses to travel to and from home to work.

- 8.7.2.4 Consideration shall be given to those employees who incur extra costs as a result of change in work location to the use of public transport to travel to and from home to the new work location. The employee may be required to provide evidence of any extra costs incurred as a result of the change in travelling arrangements.
- 8.7.2.5 Where an employee is required to travel greater than 5 kilometres from their previous work location to a new work location the travel will occur during the employees usual ordinary work hours.
- 8.7.2.6 Where an employee will be or has been caused undue hardship as a result of the transfer, Voluntary Redundancy is a last resort option.
- 8.7.2.7 The basis for qualifying for entitlements under this clause is:
 - (a) The original distance and time of travel for the relevant employee as at 30 June 2010; or
 - (b) the original distance modified by a change in the employees residential address; or
 - (c) the distance and time of travel for the employee at the date of their employment with Allconnex Water; or

This provision will not apply to employees who have voluntarily accepted a new position which involved a new work location.

8.7.3 Relocations

This provision is to be read in conjunction with clause 8.7.1

- 8.7.3.1 An employee cannot be forced to relocate.
- 8.7.3.2 If an employee voluntarily relocates to a new place of residence in order to continue to undertake the relevant duties and responsibilities at the new workplace the employee will be entitled to relocation expenses in accordance with existing industrial instruments or Attachment 2 – Definitions; and

- 8.7.3.3 Up until the time the employee voluntarily relocates, the employee will be entitled to travel expenses in accordance with Attachment 2 – Definitions.
- 8.7.3.4 If an employee agrees to relocate, they will be given up to 12 months to make the appropriate arrangements. However, the employee can relocate sooner than 12 months if they elect to.
- 8.7.3.5 Where an employee chooses not to relocate, Voluntary Redundancy is a last resort option following exhaustion of other redeployment options such as deployment to another position, re-training and/or re-skilling.

8.7.4 Voluntary Redundancy

- 8.7.4.1 Where an employee will be caused or has been caused undue hardship as a result of the reform, Voluntary Redundancy is a last resort option following exhaustion of other redeployment options such as redeployment to another position, re-training and/or re-skilling.
- 8.7.4.2 The range of employment options should be fully explored for employees who are deemed to be surplus as a result of the reform. These options can include redeployment or appointment to another position.
- 8.7.4.3 The offering of Voluntary Redundancy packages to surplus employees should be a last resort option after all other reasonable and practical alternatives have been explored and exhausted.
- 8.7.4.4 The offering of Voluntary Redundancy is subject to Australian Taxation Office policy and approval.
- 8.7.4.5 Employees shall be reimbursed an amount of up to \$300 towards costs incurred in obtaining personal financial advice before accepting the offer of a Voluntary Redundancy.
- 8.7.4.6 Voluntary Redundancy packages will be in accordance with Voluntary Redundancy provisions as outlined in existing industrial instruments or contract provisions. Where no provisions exist or where they are inferior overall, the provisions outlined in Attachment 3 apply as “safety net” arrangements. Note: This means that the employee is entitled to either the provisions of their existing industrial instrument or the safety net but not a combination of both.

8.8 Consultation and Employee Engagement

Employees and/or their Union representative will continue to be consulted through this process via the SEQ Distribution and Retail Water Reform - IR Steering Committee and the SEQ Distribution and Retail Water Reform – Industrial Relations Working Party or successor overarching body.

In accordance with this Framework, a Water Reform Employment Consultative Committee (hereafter referred to as “Consultative Committee”) will be established for each of the Gold Coast City Council, Logan City Council and Redland City Council.

8.8.1 Composition of Consultative Committee

The composition of each Consultative Committee will be management representatives and representatives of each relevant Union as representatives of employees affected by the Water Reform. The Chair of the Consultative Committee will be determined by the Consultative Committee at its first meeting.

8.8.2 Role of the Consultative Committee

The role of the Consultative Committee is to:

- Ensure that the transfer of employees proceeds efficiently in all respects;
- Provide advice on industrial relations issues associated with the reform process including the transfer of employees.
- Provide an avenue to address any industrial and employment issues as they arise;
- Provide information on issues impacting on employees as a result of the reform process, including the transfer of employees, to propose and recommend strategies for resolution;
- Ensure appropriate communication and information sharing with employees about the reform process, including the transfer of employees;
- Provide an avenue for employee consultation and for Unions to represent members regarding the transition to the Councils and the reform process;
- Liaising and communicating with the Water Reform IR Steering Committee (or successor overarching body) regarding progress and issues relating to the transfer and reform process;
- Review the proposed positions to be transferred to the Councils;
- Actively promote the resolution of employee issues in a spirit of collaboration and cooperation through respectful discussion and problem solving; and
- Provide a forum for raising employment-related issues associated with the reform process including the transfer of employees and to the interpretation and application of the

SEQ Distribution and Retail Water Retransfer Reform: Workforce Framework 2012.

While the Consultative Committee is not a decision making body, recommendations to resolve issues may be made by the committee to the Water Reform IR Steering Committee (or successor overarching body).

Notwithstanding the role of the Consultative Committee, any grievances and disputes may be progressed using section 6 Reform Dispute Resolution Process under the Framework.

8.8.3 Administration of the Consultative Committees

The Consultative Committees will determine the chair at its first meeting.

The Management Representatives on the Consultative Committees are responsible for the administration and secretariat functions of the group.

The Consultative Committees will ensure that an accurate record of meeting proceedings is maintained and published to employees affected by the Water Reform.

Resources, including meeting rooms, will be made available by the respective constituent councils during the term of the Consultative Committees.

All Consultative Committees meetings will be held in paid ordinary work time. Reasonable travel arrangements will be put in place so as to not disadvantage employees who attend.

Methods of communication with employees affected by the reform will be determined at the first meeting of the Consultative Committees and constituent councils will ensure that necessary resources are dedicated to assist in the agreed communication approach. Constituent councils will ensure that resources are available in order to publish the records of meetings.

8.8.4 Conclusion of Consultative Committees

12 months after the transition from Allconnex Water to the relevant Councils, the Consultative Committees will be finalised.

Consultation arrangements will then revert to the normal provisions of relevant Council's industrial instruments.

8.9 Union Rights and Responsibility in the Workplace

- 8.9.1 It is acknowledged that Unions perform an important role in representing employees and in assisting Councils with the reform process, and will therefore be consulted as part of the reform process.
- 8.9.2 Accordingly, any officer of a Union with existing coverage in Councils or Allconnex Water will have access to the workplace to provide information, advice and representation to employees regarding the Water Reform process.
- 8.9.3 This right of access is subject to the Union officer notifying the relevant CEOs or a responsible manager or equivalent person in charge and must produce the Union officer's authorisation if required.
- 8.9.4 Entry shall not be unreasonably withheld, but access and the activities undertaken thereafter shall not interrupt the normal continuity of work or business operations of Councils.
- 8.9.5 Union delegates are entitled to attend Union training on full pay in order to improve their effectiveness as delegates. A notice from the relevant Union confirming the details of such training may be required and leave arrangements applied in accordance with existing industrial instruments.

8.10 Contract Employees

- 8.10.1 Should the term of an employment contract for an on-going role expire during the Reform Period, the contract shall be re-negotiated and renewed or extended provided that the employees' performance continues to be satisfactory.
- 8.10.2 The only exception to the above is where a short term project contract has been made and the term of the project or short term assignment concludes.
- 8.10.3 Contracted employees shall have their contracts honoured by the Councils as if such employees were employed by Councils.
- 8.10.4 The Councils must take into account any contracted employees on extended leave such as long service leave and parental leave at the time the reform commences and how that may impact on the contract term.

8.11 Long Term Temporary/Maximum Term and Casual Employees

- 8.11.1 Long term temporary/maximum term employees and long term casuals who transfer to the Councils will be employed on no less favourable terms than applied to their employment with the Allconnex water with no loss of continuity of service.
- 8.11.2 Continued employment of temporary/maximum term and casual employees, other than long term temporary/maximum term and casuals shall be at the discretion of the CEOs of Allconnex Water and Councils, contingent upon and having regard to, operational needs and the circumstances of the engagement of the temporary or casual employee.

8.12 Arrangements for Council employees to assist Allconnex Water post Transition Period

The CEO of Allconnex Water may require an employee to assist in the completion of the transfer of the water business, or winding up arrangements of the Allconnex Water entity post Transition Period. The CEO of Allconnex Water may request, and the Council and an employee may agree, for the employee to perform work in accordance with their job description or other agreed duties for a specified period or task.

The interchange arrangement should be agreed to by the CEO of the relevant Council, the CEO of Allconnex Water and the employee.

The release of an employee from a relevant Council should not be unreasonably refused.

For each pay period during the specified period(s) the employee will receive at least the amount the employee would have received for performing the work with the Council, maintaining at least their transferred terms and conditions and any additional entitlements (e.g. higher duties).

8.13 Miscellaneous

During the Reform Period, a transferred employee who has transferred conditions that are derived from an award, certified agreement or workplace agreement may enforce those transferred conditions under the *Industrial Relations Act 1999*. The South East Queensland Water (Distribution and Retail Restructuring) and Other Legislation Amendment Bill 2011 also include such a provision.

Attachment 1 – Affected employing parties

- 1 Gold Coast City Council
- 2 Logan City Council
- 3 Redland City Council
- 4 Allconnex Water

Attachment 2 – Definitions

(Unless the context dictates to the contrary, the following definitions will apply.)

Continuity of Service - The service of an employee employed by Allconnex Water and who is transferred to a Council will have their previous service acknowledged by the Council. As such, the transfer to the Council will not affect the transferred employee's continuity of service.

Council – A Council listed in Attachment 1.

Employee – Any employee of Allconnex Water, any employee transferred from Allconnex Water to a Council, an employee who was identified as an affected employee in the 2010 reform but remained an employee of a Council, a new employee engaged by a Council in the water business during the operation of the Framework or an employee of a Council whose employment is affected as a consequence of the Water Reform covered by the Framework.

Employer – either a Council listed in Attachment 1 or Allconnex Water.

Income – Is the weekly wage/salary of the transferred employee including all regular and systematic overtime payments, penalties and allowances.

Income Maintenance – For the purpose of income maintenance relating to redeployment, wage or salary will mean the weekly wage/salary of a redeployed employee who was receiving regular and systematic overtime payments and allowances in their former position shall be calculated as the total of their wage/salary payments (including regular and systematic overtime and allowances) received in the twelve (12) months prior to the date of the redeployment divided by 52.

Industrial Instrument and Arrangement – A contract of employment or letter of appointment, established employment practice, and if otherwise not stipulated, shall mean an award or workplace agreement (including a Certified Agreement and Local Area Work Agreements (however named)).

Long Term Temporary/Maximum term or Casual employee – An employee engaged as a long term temporary/maximum term or casual employee who will have been employed on a regular and systematic basis for several periods of employment for at least one year immediately before 1st July 2012 That is, they have worked for the same Council and undertaken the same role and function for a period of 12 months or more.

Reasonable – Having regard to the skills, experience, qualification, past work practices and work environment and shall apply to travel arrangements which shall not adversely disadvantage an employee, whether financially or by its impact on an employee's family responsibilities or personal circumstances.

Redeployment – The process whereby an employee is deemed to be surplus to organisational requirements, and consequently the employee may be offered another suitable position in the Councils' organisational structure.

Reform Period – Is the Interim, Transition and Operating Periods.

Relevant Employee – Is an employee with skills relevant to the requirement of the position identified to transfer and who is working in the affected area providing the services to Allconnex Water immediately prior to the transfer process.

Relocation – As a result of the reform an employee is required to establish a new place of residence in order to continue to undertake the relevant duties and responsibilities at a Council.

Relocation Expenses – As defined in schedule A the Attorney-General and Minister for Industrial Relations, Directive No 11/11, as amended.

Safety Net provisions – The safety net provisions provided in the Framework act as minimum terms and conditions if more beneficial than the terms and conditions of the employees engaged in affected Councils or Allconnex Water or if such provisions are not covered.

Substantive Salary/Wages and Conditions – Is the employee's ordinary weekly earnings and shall include over award payments but shall not include higher duty payments.

Transfer – Employees will transfer and be appointed to positions in the Council and commence employment with the Councils under the same terms and conditions as determined by this Framework upon the cessation of the employment with Allconnex Water. All employment of transferring employees with Allconnex Water will cease at the time they transfer to the Council.

Transferred/Transferring employee – An Allconnex Water employee who transfers to a Council.

Travel expenses – Is the payment to compensate the employee for additional distance and time travelled to and from home from their former work location at Allconnex Water to a new work location with a Council. The payment for the additional distance will be a rate per kilometre (in accordance with the rates set by the ATO and amended from time-to-time).

Distance – Travel expenses will be paid to an employee who is required to travel greater than 5 kilometres from the previous work location to a new work location.

Time – Travel expenses payment will also be for any additional time taken to travel a distance greater than 5 kilometres from their former Allconnex Water work location to a Council work location paid at the employee's ordinary time earnings.

Voluntary Redundancy – Occurs following a decision by the relevant CEO that the job an employee was doing is no longer required and the employee accepts the offer of voluntary redundancy in accordance with this Framework.

Weeks pay – For the purpose of redundancy, weeks pay means an employee's ordinary time rate of pay, which shall not, unless otherwise provided for as part of an employee's industrial agreement, instrument or arrangement, include overtime, penalty rates, disability allowances, non permanent shift allowances, allowances for travel or other ancillary payments or entitlements and does not include payment for the periods of recreation leave, long service leave, the notice period or the incentive payment. The weeks pay shall include higher duties allowance if an employee was receiving higher duties continuously for six months or longer immediately prior to the transition.

Attachment 3 – Voluntary Redundancy Entitlements

1. Voluntary Redundancy packages provided by this Framework are compensation for loss of job tenure.
2. The offering of Voluntary Redundancy packages must comply with Australian Taxation Office requirements.
3. A Voluntary Redundancy package shall include the following:
 - (a) Accrued recreation leave;
 - (b) Accrued long service leave for employees who have worked for at least one year, on the basis of award entitlements (for federal award employees this being 1.3 weeks and for state award employees this being .86667) for each year of continuous service and a proportionate amount for an incomplete year of service;
 - (c) A severance payment of two (2) weeks pay per year of service and a proportionate amount for an incomplete year of recognised service paid at the employee's substantive appointed level. The minimum payment is four (4) weeks pay and the maximum is 52 weeks, provided that no employee shall receive less than the severance benefit under the Termination, Change and Redundancy Statement of Policy issued by the Queensland Industrial Relations Commission;
 - (d) Notice of termination in accordance with the transferred industrial instrument that applied to the employee; and
 - (e) Any other payments that the employee is entitled to in accordance with the transferred industrial instrument that applied to the employee.
4. Tenured part time employee's severance payment is calculated on 2 weeks full-time pay per year of service and a proportionate amount for an incomplete year of recognised service (minimum 4 weeks, maximum 52 weeks). The benefit is calculated on total full-time equivalent years of service.
5. Employees who hold two or more tenured part – time jobs shall be entitled to a severance benefit calculated only on the proportion of full-time equivalent years of service applicable to the part-time job from which they are declared surplus.
6. Incentive payments in addition to severance benefit may be offered once only to encourage employees to terminate on/by a specified date. The payment will be \$6,500 or eight (8) weeks' pay at the employee's substantive level, whichever is the greater.
7. The incentive payment reduces by the equivalent of one (1) week's pay for each week the employee delays the proposed termination date.
8. Tenured part-time employees who are offered an incentive payment shall be entitled to a proportion of the incentive payment, which will be adjusted to reflect the proportion of full-time hours worked by the employee. For example, if .5 is the proportion of full-time hours worked by an employee for the position, the incentive payment applicable be \$3,250 or 8 weeks salary,

calculated at the employees usual part-time rate (ie in this example, .5) whichever is the greater.

9. Superannuation benefit is calculated according to the formula prescribed under the conditions of the superannuation scheme of which the employee is a member.