

Your Agreement Your Vote



It's time to vote

Following over 500 days of bargaining, it is time for you to vote on the new proposed Telstra enterprise agreement.

CEPU/CWU members will be well aware that negotiations for this new enterprise agreement have not been easy.

With one of Australia's largest job purges in corporate history as the backdrop to negotiations, Telstra management have dug their heels in every step of the way.

However, thanks to the unity of members who stood together in a coordinated industrial action campaign earlier this year, along with the tenacity of the Single Bargaining Unit (SBU), representing the combined negotiating efforts of the CEPU/CWU, Professionals Australia and the CPSU, some very significant gains have been secured through recent constructive bargaining.

The information contained in this document has been developed to assist you in making an informed decision based on facts, not slogans.

These are your wages and conditions, so please take the time to ensure you understand what is being proposed, and cast your vote.

Now it's over to you to decide whether the new agreement meets your needs. Voting is open now and will close at 1:00pm AEDT on Friday, 6 December.

If you require any further information or clarification on any matter pertaining to the proposed agreement, please contact Graham Lorrain Templeman on (08) 8443 7389 for assistance.

Yours in unity,

Nick Townsend
**SA/NT Branch
Secretary**

Shane Murphy
**National Divisional
President**

Greg Rayner
**National Divisional
Secretary**

What's on the table?

Below is a summary of some of the key elements of the proposed enterprise agreement.
To view the full proposed EA, however, please visit <https://bit.ly/2DttmB7>

Transfer of business and employment offers made under Clause 47

The provisions of this section of the proposed agreement are at polar opposites with what was originally sought by Telstra.

Through tough bargaining, the Union negotiating team has found a way to guarantee that if Telstra shifts employees through transfer of business to subsidiaries, a right they have under current legislation, workers will be left no worse off.

This means, important conditions such as redundancy benefits, access to defined benefit superannuation for those currently eligible, recognition of service and hours of duty will follow you in a new employment arrangement offered under these provisions.

Instead of members losing their employment and having to seek to be re-employed in the industry through mostly shonky subcontracting arrangements, members will now be able to follow their work, with no loss of pay, or other important conditions – including market-leading redundancy benefits.

Regardless of anybody's views on the state of the company and it's current executive agenda – for the first time in Telstra's industrial history, these provisions provide our members with real certainty and job security as the company continues to transform itself.

There are no transfer of business benefits contained in any other agreement in this country that rival those that have been secured in the proposed agreement - even the transfer of business provisions in the Fair Work Act provide less protections.

Members should be proud of this achievement.

Formerly known as "Clause 45", the transfer of business provisions contained in Clause 47 of the proposed agreement will not apply to all surplus situations – only those that occur due to work transferring from Telstra to a subsidiary.

Where this occurs, the employee undertaking some or all of the transferring work may have Clause 47 apply to them – resulting in an opportunity to 'follow' the transferring work, along with their entitlements, in employment with the subsidiary.

Telstra's obligation to pay you a retrenchment benefit in a surplus situation under existing redundancy processes can only be displaced if a "suitable" offer to transfer in employment to a subsidiary is rejected by the employee.

A suitable offer is a written offer of employment with a subsidiary of Telstra:

1. To perform the same or substantially the same work;
2. On terms and conditions considered on an overall basis, no less favourable than the conditions held at Telstra;
3. That provides no less than 15 days paid personal leave each year (pro-rata for part time employees);
4. That provides your ordinary hours of work will be no more than an average of 36¾ hours each week;
5. That recognises service with Telstra;
6. That provides for the continued eligibility for membership of the defined benefits superannuation fund for employees who are existing members; and

7. That provides for redundancy in the same circumstances as under the Telstra EA; and
8. That provides that your retrenchment benefits with the new employer will be calculated:
 - i. In accordance with the Telstra redundancy scale (section 10) if your job with the subsidiary is made redundant and you are retrenched; and
 - ii. By reference to your Fixed Remuneration at Telstra at the time the offer is made, or the fixed remuneration at the time you are retrenched by the subsidiary, whichever is higher.

Furthermore, a guarantee on entitlements must be provided by Telstra for transferring employees – meaning if the subsidiary, for any reason, was unable to pay transferring employees' entitlements, Telstra would be legally responsible for paying any entitlements owed to those employees.

If any of the above are not part of the offer to move to the subsidiary, the offer is not deemed "suitable" and therefore the obligation to pay redundancy is not displaced, even if you accepted the offer. Meaning, the surplus employment situation would be dealt with under the ordinary redundancy process.

It is important to note, if your position at Telstra becomes redundant because the work you were employed to undertake duties around has moved to a subsidiary, in whole or in part, you still have the opportunity to pursue alternative redeployment opportunities within Telstra, should you so wish.

Continued overleaf

Clause 47, continued...

In such a scenario, you would still enter the placement period and be provided with the opportunity to apply for suitable roles within Telstra and pursue other internal redeployment opportunities that may be available.

If, during this time, an offer of employment with a subsidiary is

made to you, in accordance with Clause 47, you are not required to accept it until just prior to the placement period ending, should you be unsuccessful in seeking alternative redeployment options.

The Union engaged senior legal counsel to review Clause 47, and the guarantee, to ensure it achieved the

purpose sought by the negotiators.

The legal opinion has confirmed that Clause 47 has the effect of providing the protections sought and outlined above, and the guarantee acts as an enforceable safeguard as described.

Voluntary redundancy

The proposed agreement makes changes to the voluntary redundancy process and will provide for employees to volunteer for redundancy at an earlier stage than that which occurs, currently.

The additional time will allow for a greater scrutiny of processes, such as job swaps, to be fully exhausted – maximising the opportunity for an impacted employee, who does not volunteer for redundancy, to remain employed by Telstra.

In some instances, it will also allow for outcomes sooner rather than later, thereby reducing the period of uncertainty and the angst that comes with it.

Conversion from casual to permanent employment

Casual employment should be a tool for businesses to manage resource requirements over and above that of their core requirements, with demand that may change as often as on a daily basis.

It is when these employment arrangements are abused that all employees, not just the casuals subjected to insecure work, are affected. The abuse of casual employment arrangements undermines the work offering and job

security of permanent workforces.

A new process provided for in the proposed agreement will allow casual employees to request permanent employment following 12 months of regular engagement. This request can only be refused on reasonable grounds.

Those who convert from casual to permanent employment will have any prior period of regular continuous service recognised for the accrual of entitlements such

as long service leave, parental leave and redundancy, along with a retrospective credit of annual and sick leave accrual for that same regular and continuous period of casual service.

Provisions such as this work to reduce instances of casual employment arrangement abuse and make work more secure for all Telstra employees.

Long Service Leave

Members may be aware of Telstra's Long Service Leave (LSL) policy changes which are set to commence from 1 January 2020.

Under this policy change, Telstra management can direct employees to avail of up to 24 days of LSL in any 12-month period, if they have more than 90 days accrued.

The proposed agreement, however,

will prevent this policy from coming in to force.

Instead, the negotiated outcomes contained in the proposed agreement will place an expectation on employees to make application to avail of 9 days of LSL per year, to be taken at a time suitable to them, if they have more than 90 days accrued.

Such applications must be made before 30 June in any given calendar year and provided that an employee has had two applications for LSL rejected by management, then Telstra cannot direct the employee to avail of any LSL in that calendar year.

Continued overleaf

Long Service Leave continued...

However, if the employee makes less than one application by 30 June, and it is rejected, then the manager and employee must work together to decide on a suitable time for the employee to take the expected 9

days of leave. If agreement cannot be reached, management can then direct an employee to take the 9 days during the same calendar year, so long as they employee is provided with at least 3 months' notice and

the manager has taken into account the personal circumstances of the employee.

No changes will be made to the LSL policy during the life of the proposed Agreement.

Parental leave equality

The parental leave provisions contained within the proposed agreement ensure that both primary and secondary carers are now being recognised the same way.

This means both parents will have access to the same parental leave benefits. That is:

- 16 weeks of parental leave on full pay for each parent;
- Up to 12 months of parental leave, unpaid; and
- The ability to take paid leave allowing a gradual return to work.

Remuneration

Pay is an element where Telstra has really dug their heels in – citing T22 as a major roadblock to meeting the pay outcome sought by the SBU.

The pay proposal is 1.8% and 2% over two years, respectively.

As 1.5% was paid to employees on 1 October 2019, a top up payment of

0.3% will be back paid to 1 October 2019.

A further 2% increase becomes payable from 1 October 2020.

Job Family employees with a rating 3 or above will receive a guaranteed minimum of 1% and increases will apply to allowances.

Although the SBU's position remains that the pay offer falls short of what we believe is appropriate, a shorter overall agreement length will enable us to return to bargaining for a better outcome sooner, coinciding with the completion of the company's transformation ambitions under the T22 program.

Length of agreement

Agreements are normally three to four years in length – this one is two.

The shorter length of the agreement provides an opportunity to go back to the bargaining table and renegotiate wages and conditions at time when the climate within the company should substantially differ.

IMPORTANT

Voting on the proposed agreement is now open and closes at 1:00pm AEDT this coming Friday, 6 December.

All eligible employees have been sent information and instructions on how to participate in the ballot, via email.

If you have not yet received this notification, please contact your team leader or Graham Lorrain on (08) 8443 7389.