

# Telstra workers lock in EBA



Dear members,

Following over 500 days of bargaining, Telstra workers across the country have voted to support their new EBA.

The Agreement will now be lodged with the Fair Work Commission, by Telstra – a process we hope will not be overly delayed, given the time of year.

The Agreement will come into force seven days after being approved by the Fair Work Commission and will nominally expire in September 2021 – allowing a return to bargaining no later than May 2021.

National President Shane Murphy said that whilst the pay offer was disappointing to SBU representatives, the Agreement as a whole had come a long way.

“We continue to maintain that the wage offer falls short of where we believe it should’ve been,” said Shane.

“Members deserve to be paid fairly, particularly where we see the CEO lining his pockets whilst the company’s performance continues to suffer.

“We’re satisfied to see it improved from where it was, however, we’re eager to get back to the bargaining table to renegotiate in 2021, off the back of their T22 implementation.

“What we are truly excited about is the conditions our members have been able to lock-in,” Shane continued.

“Clause 47 started out as Telstra’s way of getting out of paying redundancy benefits – it ended as an employment lifeline for members who would otherwise have had to resort to sub-contracting, to remain in the industry.

“Similarly, our traditional long service leave provisions were being torn to shreds by an unfair, draconian style policy that was set to be introduced on 1 January. This agreement prevents that from happening.

“It also delivers parental leave equality to both parents, will end the abuse of casual employment arrangements and gives a head-start on placement processes to those members caught in surplus situations who want to remain employed with Telstra.

“Considering that one of the largest jobs purges in Australian corporate history served as the backdrop to this long and drawn out round of bargaining, members should be extremely pleased with what they have achieved by sticking together, without any trade-offs.”

## So, what’s in the new Agreement?

- Transfer of business and employment provisions under Clause 47 which will lock in the following conditions should employees be transferred to a subsidiary, under the process:
  - i) Work must be the same, or substantially the same;
  - ii) On terms and conditions considered, on an overall basis, no less favourable than the conditions held at Telstra;
  - iii) That provides no less than 15 days paid personal leave each year (pro rata for part-time employees);
  - iv) That provides your ordinary hours of work will be no more than an average of 36 ¾ hours per week;
  - v) That recognises service with Telstra;
  - vi) That provides for the continued eligibility for membership of the defined benefits superannuation fund, for employees who are existing members;
  - vii) That provides for redundancy in the same circumstances as under the Telstra EA; and
  - viii) That provides your retrenchment benefits with the new employer will be calculated:
    - a) In accordance with the Telstra redundancy scale (section 10) if your job with the subsidiary is made redundant and you are retrenched; and
    - b) 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.

- ix) A guarantee on entitlements is 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 anything owed.
- Voluntary retrenchment processes that will provide for employees to volunteer for redundancy at an earlier stage than currently – allowing for greater scrutiny of processes, such as job swaps, to be fully exhausted, maximising the opportunity for an impacted employee who does not volunteer, to remain employed by Telstra.
  - The right for casuals, following 12 months of regular engagement, to request permanent employment that may only be refused on reasonable grounds – reducing the possibility for casual arrangement abuse and making work more secure for all Telstra employees
  - Long service leave arrangements based, largely, on a voluntary process – rather than Telstra’s draconian policy which was due to be introduced on 1 January
  - Equal parental leave rights – extending 16 weeks of parental leave, on full pay, and up to 12 months of unpaid leave, to both parents
  - A pay rise of 1.8% and 2% over two years, respectively – with a 0.3% increase to be back-paid to October 2019, once approved by Fair Work

A copy of the entire Agreement can be downloaded from <https://bit.ly/2DttmB7>

### **Keep our Union strong**

To deliver the best possible outcomes, we need to keep our Union strong.

By ensuring your colleagues are Union members, we can continue to deliver the best possible results for members during future rounds of bargaining.

If your colleagues are not yet members of the CWU, ask them to join today. They can join by contacting the Branch Office for an application form or by visiting the [branch website](#) .

I sincerely thank all members for the significant role they played in securing such a critically important outcome for Telstra members and their families. We look forward to holding Telstra to account and ensuring we maximise the benefits available to members under their new EBA.

If you require any further information please contact me on 0419 807 285 or [graham.lorrain@cwu-sant.asn.au](mailto:graham.lorrain@cwu-sant.asn.au).

Yours faithfully,



**Graham Lorrain**  
**BRANCH PRESIDENT**  
6 December 2019