

# EBA UPDATE:

## 21 MAY MEETING



Dear member,

The recommencement of talks is continuing productively with the most recent meeting being held on 21 May.

### Pay – due diligence continues

Telstra is continuing with their due diligence exercise into the combined Unions' Single Bargaining Unit (SBU)'s counter-offer to Telstra's real-terms pay-cut offer of 1.5%.

As a reminder, the SBU counter-offer includes:

- A 2.5% p.a. wage rise
- A lump-sum sign-on bonus to be paid in lieu of backpay back to October 2018 when the 1.5% wage rise was paid outside the EBA
- The 1.5% already paid outside the EBA to be protected in any new Agreement
- Reinstatement of a guaranteed minimum wage rise for Job Family employees who obtain a satisfactory rating.

For clarity, this counter-offer was endorsed by all members of the CWU bargaining committee, including Shane Murphy, Clinton Thomas, Dahlia Khatab and John Ellery, along with the CPSU and Professionals Australia – representing the three Unions who make-up the SBU.

Publications by certain minority elements of the Union claiming otherwise are **false, misleading and recklessly put the Union's compliance with good-faith bargaining laws at severe risk.**

### The use of contractors and labour hire

We continued our insistence for the new Clause proposed by the SBU that would restrict and limit the use of contractors and labour hire and gave examples of where Telstra's contractors and service providers have folded and workers were left without being paid their wages and entitlements. Telstra says that their contracts with their partners require undertakings of compliance and an ability to audit and allow termination for breaches. We have asked that further consideration be given to additional measures that go further and actually protects those workers that experience a loss as a result of Telstra's efforts to undermine the wages and conditions of Telstra employees.

### Conversion of casual to permanent employment

Discussions occurred around a clause for conversion of casual employees to permanent employment – a Union claim which was originally rejected by Telstra. The proposal would allow 'regular casuals' to request conversion to permanent employment following 12 months of engagement, which can only be refused on the basis of reasonable grounds that are either known or reasonably foreseeable. The SBU supports any clause which discourages the use of casual employment to simply undermine the work and wages of permanent employees but will be looking at the proposal closely to ensure the finer details stack up. This includes determining what constitutes a 'reasonable' basis for rejection, ensuring that the period of casual service will be recognised as continuous service for the purpose of calculating long service leave, parental leave, redundancy benefits and ensuring that the dispute resolution clause will apply to decisions. Our discussions on this clause will continue.

### Parental leave

More talks around the operation of the new parental leave provisions took place which confirmed that both primary and secondary carers would now be recognised the same way. This means both parents will have access to the same 16 weeks paid parental leave, up to 12 months unpaid and the ability to take paid leave allowing a gradual return to work, in line with our original proposal.

### Long Service Leave

Telstra have sought our consideration of a proposal that would allow Telstra to direct employees to avail of long service leave in situations where more than 90 days of long service leave (LSL) have accrued. There is currently an expectation for anyone who has more than 90 days to take the 9 days that accrue each year, however this proposal would make it mandatory.

Telstra's LSL liability is large and this clause is targeted at reducing this. However, the SBU have rejected Telstra's iron fist approach to dealing with this issue. We believe LSL is a reward for years of service and should not be treated this way. All too often your Union has to intervene in requests for LSL that are repeatedly denied by management. The SBU proposed that this be dealt with by encouraging staff to take long service leave, **and allowing them to do so when they actually apply for it.** We also questioned whether it was actually feasible in practice, given the workforce has been spread so thin following their savaging of jobs under T22.

### Redundancy

The 80 weeks redundancy provisions are again confirmed as agreed to, protecting members from the 40-weeks redundancy sell-out debacle under the watch of our predecessors. However, Telstra wants to discuss terminology around what they say are inconsistencies in Clause 40.2 (*When is my job redundant?*) which seems to have recently given rise to disputes about technical interpretations. Further clarification on this is required and will be revisited.

This and the other outstanding matters will continue to be discussed when we meet with Telstra again in two to three weeks' time, where we commit to again providing you with a clear, factual account of the progress, or otherwise, being made in these renewed talks with Telstra.

In the meantime, if you require any further information, please contact your State Branch Official on ????.

Yours faithfully,

Graham Lorrain  
BRANCH President

Nick Townsend  
Branch Secretary

23 May 2019