

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1988*  
s.113 application for variation

**Telstra Corporation Limited**  
(C2002/4112)

**TELSTRA REDUNDANCY AGREEMENT 2002**  
(ODN C No. 30337 of 1993)

Various employees

Telecommunications services

COMMISSIONER SMITH

MELBOURNE, 29 AUGUST 2002

*Consolidation of agreement.*

**CONSOLIDATION OF AGREEMENT**

A. Arising out of a decision in PR921659 and order in PR921685 issued on 29 August 2002 this agreement consolidates the *AOTC Redundancy Agreement 1993* [AG765839] as varied by deleting all clauses therein and inserting the following.

**SECTION A: INTRODUCTION**

**1. SCOPE AND APPLICATION**

**1.1. Introduction**

- (a) This agreement has been negotiated between Telstra and CEPU, CPSU, APESMA, POAV and AMWU acting as a single bargaining unit on behalf of employees covered by the Telstra Corporation General Conditions Award 2001.
- (b) In negotiating this agreement, the parties have sought to achieve a process within which job security can be maintained for as many Telstra employees as possible.

**1.2. This Agreement applies to:**

- (a) Telstra Corporation Ltd ("Telstra");
- (b) The unions referred to in clause 1.3 (collectively "the Unions"); and
- (c) Employees of Telstra who are covered by the Telstra Corporation General Conditions Award 2001 ("the Employees").

- 1.3. The unions bound by this Agreement are:
- (a) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (“CEPU”);
  - (b) Community and Public Sector Union (“CPSU”);
  - (c) Association of Professional Engineers, Scientists and Managers, Australia (“APESMA”);
  - (d) Professional Officers’ Association of Victoria (“POAV”); and
  - (e) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (“AMWU”).

1.4. Operation

- (a) Subject to clause 1.4(b), to the extent of any inconsistency this Agreement overrides the operation of any Award binding on Telstra in respect of the Employees.
- (b) This Agreement supersedes and replaces:
  - (i) the *Telstra Redundancy Award 2001*; and
  - (ii) any award or Agreement which may bind Telstra by virtue of a transmission of business insofar as the award or Agreement relates to issues relating to redundancy and retrenchment.
- (c) This Agreement does not override, supersede or replace any Australian Workplace Agreement registered pursuant to the Workplace Relations Act 1996.

1.5. This Agreement is a variation to the *AOTC Redundancy Agreement 1993*. It has been varied by consent in accordance with the *Industrial Relations Act 1988* on the basis that it can be varied as if it were an award for the purposes of that Act.

1.6. If any party believes that a variation to this Agreement is necessary or desirable they will notify each other party of their desire to enter into discussions with a view to varying this Agreement by consent.

**2. AGREED PRINCIPLES**

2.1. The parties agree that the following principles reflect their shared objectives in entering into this Agreement:

- (a) where redundancies occur, processes for separation are fair, and based on respect for the individual;

- (b) whilst recognising that long term job security cannot be guaranteed, providing access to job opportunities for redundant employees both within Telstra and in the industry generally is the objective;
- (c) Telstra retains the discretion in the selection of employees for redundancy and retrenchment.

### **3. DEFINITION OF REDUNDANCY**

- 3.1. Where the job of an employee covered by this Agreement is redundant and Telstra has decided to retrench the employee, this Agreement will operate and the processes under this Agreement must be followed. The applicable process will be based on the facts of the situation.
- 3.2. Redundancies may arise where:
  - (a) for operational, economic, technological, or structural reasons, the requirement for employees of Telstra to carry out work of a particular kind has ceased or has been significantly reduced and no other commensurate role is available; or
  - (b) Telstra has determined that the function being undertaken by the employee will no longer be undertaken within Telstra or at that location within Telstra and reasonable relocation opportunities are not available.
- 3.3. An entitlement to the retrenchment entitlements set out in clause 9 of this Agreement will only arise where and when an employee whose job is redundant is retrenched by Telstra.

## **SECTION B: RETRENCHMENT PROCESS**

### **4. REQUIREMENT TO WORK**

During the retrenchment processes under this agreement (prior to retrenchment) an employee will be required to work in accordance with his or her contract of employment and any applicable industrial instrument. Reasonable time will be allowed for the employee to participate in Parts A and B of the Telstra Jobs Program.

### **5. INDIVIDUAL RETRENCHMENT**

#### **Advice**

- 5.1. (a) Where the job of an employee covered by this Agreement is redundant and Telstra has decided to retrench the employee, Telstra will (as soon as practicable after making this decision and, in any event, before retrenching the employee) notify the employee and the appropriate office of the union entitled to represent the employee, about:

- (i) the proposed retrenchment and the reasons for it;
  - (ii) the time when the proposed retrenchment will be effected,
- in **Form A (Attachment 1 to this Agreement)**.

(b) An employee notified of his or her proposed retrenchment under clause 5.1(a) may, within 7 days of receiving the notification, elect to be retrenched at the end of 7th day from the day of notification under clause 5.1(a) and will be paid upon retrenchment:

- the payments outlined in clause 9; and
- a \$4500 gross payment to allow the employee to conduct their own job search program; and
- the equivalent of three weeks pay; and
- payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

An election to be retrenched under this clause will be in **Form C (Attachment 3 to this Agreement)**. Any consultation under clause 5.2 shall cease upon the retrenchment of the employee.

### **Consultation**

5.2. Subject to clause 5.1(b), the union notified about the proposed retrenchment in accordance with clause 5.1(a) will be given an opportunity to consult with Telstra on:

- (a) measures to avert the proposed retrenchment; and
- (b) measures to mitigate the adverse effects of the proposed retrenchment.

5.3. Any consultation around these issues will conclude 2 weeks after the notification under clause 5.1(a) has been given.

### **Advice of Selection for Retrenchment**

5.4. If, at the conclusion of the consultation period under clause 5.3, Telstra confirms its decision to retrench the employee, Telstra will advise the employee of his or her selection for retrenchment in writing. The advice will be **Form B (Attachment 2 to this Agreement)**.

### **Period to Consider Options**

5.5. An employee advised of retrenchment under clause 5.4 will have a 1 week "cooling off" period to have the opportunity to:

- (a) obtain personal assistance from Telstra's Employee Assistance Program;
- (b) obtain an estimate of redundancy entitlements and superannuation benefits;
- (c) consider "job placement" options;
- (d) consider and lodge an appeal under clause 16; and
- (e) decide whether to:
  - (i) participate in the Telstra Jobs Program under clause 8; or
  - (ii) to be retrenched at the conclusion of 7 calendar days after the "cooling off" period (including any extension under clause 5.6) and will be paid upon retrenchment:
    - the payments outlined in clause 9; and
    - a \$4500 gross payment to allow the employee to conduct their own job search program; and
    - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

An election to be retrenched under this clause must be in writing in **Form C (Attachment 3)** to this Agreement).

- 5.6. The "cooling off" period under clause 5.5 may be extended by a period of up to one week, at the discretion of the employee, subject to the employee applying, during the "cooling off" period, for annual leave or leave without pay for the extended "cooling off" period. The opportunity under clause 5.5(d) to consider and lodge an appeal under clause 16 will not extend into the extended "cooling off" period.
- 5.7. If, at the end of the "cooling off" period, no election under clause 5.5(e) is communicated by an employee to his or her manager the employee will be deemed to have elected to participate in the Telstra Jobs Program in accordance with clause 5.5(e)(i).

## **6. REDUCTION OF STAFF NUMBERS IN A GROUP**

### **Advice**

- 6.1. Where Telstra needs to select 1 or more employees for retrenchment from a group of employees performing the same job, it will (as soon as practicable after making this decision and, in any event, before retrenching the employee/s) notify the employee/s and the appropriate office of the union entitled to represent the employee/s, about:

- (a) the proposed retrenchment/s and the reasons for it/them;
- (b) the number and categories of employees likely to be affected; and
- (c) the time/s when, or the period/s over which the proposed retrenchment/s will be effected,

in **Form A (Attachment 1)** to this Agreement).

### **Consultation**

6.2. The union notified about the proposed retrenchment/s in accordance with clause 6.1 will be given an opportunity to consult with Telstra on:

- (a) measures to avert the proposed retrenchment/s; and
- (b) measures to mitigate the adverse effects of the proposed retrenchment/s.

6.3. Any consultation around these issues will conclude 2 weeks after the notification under clause 6.1 has been given.

### **Assessment, Ranking and Selection**

6.4. 1 week after the notification has been given under clause 6.1, Telstra will :

- (a) fairly and objectively assess and rank the employees based on merit only ; and
- (b) once assessment and ranking is complete, consider only the ranking of the employees when selecting employee/s for retrenchment.

6.5. The assessment, ranking and selection process will conclude at the expiration of 3 weeks after the notification under clause 6.1 has been given.

### **Advice of Selection for Retrenchment**

6.6. If, at the conclusion of the assessment, ranking and selection process under clause 6.4, Telstra confirms its decision to retrench the employee/s, Telstra will advise the employee/s of their selection for retrenchment in writing. The advice will be in **Form B (Attachment 2)** to this Agreement).

### **Period to Consider Options**

6.7. An employee advised of retrenchment under clause 6.6 will have a 1 week "cooling off" period to have the opportunity to:

- (a) obtain personal assistance from Telstra's Employee Assistance Program;

- (b) obtain redundancy calculation and superannuation benefit details;
- (c) consider “job placement” options;
- (d) consider and lodge an appeal under clause 16; and
- (e) decide whether to:
  - (i) participate in the Telstra Jobs Program under clause 8; or
  - (ii) to be retrenched at the conclusion of 7 calendar days after the “cooling off” period (including any extension under clause 6.8) and will be paid upon retrenchment:
    - the payments outlined in clause 9; and
    - a \$4500 gross payment to allow the employee to conduct their own job search program; and
    - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

An election to be retrenched under this clause must be in writing in **Form C (Attachment 3)** to this Agreement).

- 6.8. The “cooling off” period under clause 6.7 may be extended by a period of up to one week, at the discretion of the employee, subject to the employee applying, during the “cooling off” period, for annual leave or leave without pay for the extended “cooling off” period. The opportunity under clause 6.7(d) to consider and lodge an appeal under clause 16 will not extend into the extended “cooling off” period.
- 6.9. If, at the end of the “cooling off” period, no election under clause 6.7(e) is communicated by an employee to his or her manager the employee will be deemed to have elected to participate in the Telstra Jobs Program in accordance with clause 6.7(e)(i).

### **Voluntary Retrenchment Option**

- 6.10. Nothing in this agreement will require Telstra to accept any application for voluntary redundancy.
- 6.11. During the selection process outlined in clause 6.4 Telstra may seek applications for voluntary retrenchment from the employees within the group from which the selection is to be made and, before selection is completed, consider any application for voluntary redundancy.
- 6.12. Should an application for voluntary redundancy be accepted by Telstra the employee will be retrenched at the conclusion of 7 calendar days and will be paid upon retrenchment:

- the payments under clause 9; and
  - a \$4500 gross payment to allow the employee to conduct their own job search program; and
  - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).
- 6.13. Clauses 6.6, 6.7, 6.8, 6.9, 8 and 16 of this Agreement do not apply to an employee who is retrenched under clause 6.12.

## 7. SITE FUNCTION CLOSURES

- 7.1. In this clause a “site function” is a body of work which is readily identified and treated by Telstra as a substantial, distinct and discrete activity within a single and discrete geographical location.
- 7.2. Where Telstra has decided to close a site function and retrench all employees at that site function, it will provide the employees and the appropriate office of the union entitled to represent the employees at least 8 weeks notification of the site function being closed. Notification will be in **Form A (Attachment 1 to this Agreement)**
- 7.3. Concurrent with the notification under clause 7.2 being given, Telstra will give the union entitled to represent the employees:
- (a) information about the proposed retrenchments and the reasons for them; and
  - (b) an opportunity to consult with Telstra on:
    - (i) measures to avert the proposed retrenchments; and
    - (ii) measures to mitigate the adverse effects of the proposed retrenchments.
- 7.4. Any consultation around these issues will conclude 2 weeks after the information under clause 7.3 has been given.
- 7.5. During the first 2 weeks after notification under clause 7.2 is given, an employee must decide whether to:
- (a) participate in the Telstra Jobs Program under clause 8, such participation to commence no earlier than 6 weeks prior to the proposed date of retrenchment; or
  - (b) not participate in the Telstra Jobs Program and be retrenched at the date of the closure of the site function (or earlier by agreement between Telstra and the employee), and will be paid upon retrenchment:

- the payments outlined in clause 9; and
- a \$4500 gross payment to allow the employee to conduct their own job search program; and
- payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

An election not to be placed in the Telstra Jobs Program under this clause must be in writing in **Form C (Attachment 3 to the Agreement)**.

## 8. **Telstra Jobs Program**

8.1. The Telstra Jobs Program will consist of:

- Part A (duration of 1 week before retrenchment)
- Part B (duration of 5 weeks before retrenchment)
- Part C (duration of 20 weeks after retrenchment)

8.2. Part A of the Telstra Jobs Program will occur over a period no more than 1 week and include information on:

- career planning;
- financial planning and advice;
- commencement of internal and external job search;
- curriculum vitae preparation; and
- interviewing skills.

8.3. On or before the conclusion of Part A of the Telstra Jobs Program, the employee must decide whether to:

- participate in Part B of the Telstra Jobs Program and be retrenched at the end of the 5 week period during which Part B of the Telstra Jobs Program occurs and will be paid upon retrenchment:
  - the payments outlined in clause 9; and
  - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*);

or

(b) be retrenched at the expiration of 7 calendar days after the conclusion of Part A of the Telstra Jobs Program and will be paid upon retrenchment:

- the payments outlined in clause 9; and
- a \$2500 gross payment to allow the employee to conduct their own job search program; and
- payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

An election to be retrenched under this clause must be in writing in **Form C (Attachment 3 to this Agreement)**.

8.4. If, at the end of Part A of the Telstra Jobs Program, no election under clause 8.3 is communicated by an employee to his or her manager the employee will be deemed to have elected to participate in Part B of the Telstra Jobs Program.

8.5. Part B of the Telstra Jobs Program will occur over a period of no more than 5 weeks and include:

- (a) internal and external job search; and
- (b) elective modules relating to job search and career development.

8.6. At the conclusion of Part B of the Telstra Jobs Program, the employee will, unless redeployed, be retrenched immediately and will be placed in Part C of the Telstra Jobs Program.

8.7. Part C of the Telstra Jobs Program will commence after retrenchment and will include a maximum of 20 weeks of external job search (to be taken in either one or more periods within 2 years of retrenchment).

## **SECTION C: RETRENCHMENT ENTITLEMENTS & BENEFITS**

### **9. RETRENCHMENT ENTITLEMENTS**

9.1. An employee who is retrenched by Telstra in accordance with this Agreement will be paid the following redundancy benefits upon retrenchment:

- (a) four weeks pay for each completed year of continuous service up to five years;
- (b) three weeks pay for each completed year of continuous service thereafter, plus a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;

- (c) for employees over fifty years of age, four weeks pay for each year of service beyond fifty years of age, including pro-rata adjustment for each completed month of continuous service since the last completed year of continuous service; and
  - (d) the minimum sum payable under this clause 9.1 will be four weeks salary and the maximum will be eighty weeks salary.
- 9.2. Payment in lieu of notice will be paid in accordance with clause 5.1(b), 5.5(e)(ii), 6.7(e)(ii), 6.12, 7.5(b), 8.3(a) or 8.3(b) as applicable .
- 9.3. For the purpose of calculating any payment under sub-clause 9.1:
- (a) where an employee has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which the employee receives notice of retrenchment, the salary level will be the employee's salary in such higher position at that date;
  - (b) where an employee has, during fifty per cent or more of pay periods in twelve months immediately preceding the date on which the employee receives notice of retrenchment been paid an allowance for shift work, the weekly average (calculated over a year) amount of shift allowance received during the twelve month period will be counted as part of 'weekly salary';
  - (c) other allowances, being allowances in the nature of salary, may be included with the approval of Telstra.

## **10. LONG SERVICE LEAVE**

While normally employees are not entitled to pro-rata long service leave until they have accrued ten years continuous service, employees retrenched under this Agreement shall on termination receive payment for an amount equivalent to pro-rata long service leave after one year's continuous service.

## **11. SUPERANNUATION**

All standard superannuation entitlements will apply to employees retrenched under these arrangements.

## **12. CONTINUOUS SERVICE**

- 12.1. For employees of Telstra who commenced employment prior to 22 August 2002, all service which was recognised by the *AOTC Redundancy Agreement 1993* at 22 August 2002 as continuous service for the purpose of calculation of retrenchment entitlements will continue to count as continuous service for the purpose of calculating retrenchment entitlements under this Agreement.

12.2. For employees of Telstra whose employment commences on or after 22 August 2002 only service with Telstra will count as continuous service for the purpose of this Agreement.

**13. CONTINUOUS SERVICE FOR EMPLOYEES WHO RETURN FROM INVALIDITY RETIREMENT**

Telstra will recognise prior service where it has previously retired an employee on invalidity grounds and where the employee has not been in receipt of any redundancy payment, regardless of the period of absence. The period of absence will not break continuity for the purposes of this Agreement but will not count for redundancy benefit purposes.

**14. LEAVE**

Subject only to clauses 5.6 and 6.8 (extension of cooling off periods), the processes under this Agreement will not be stayed, extended or interrupted in any way by any period of sick leave or absence from the workplace (for any reason) by an employee. This clause will not affect the rights of an employee under any other law.

**15. REDEPLOYMENT AND SALARY MAINTENANCE**

15.1. A redeployee under this Agreement means an employee notified of retrenchment who participates in the Telstra Jobs program and is accepted for an alternative position within Telstra.

15.2. Subject to clause 15.3, a redeployee under this Agreement will be entitled to, in respect of an alternative position he or she is redeployed to, the greater of:

- (a) the applicable salary for the alternative position; or
- (b) his or her current salary (excluding any allowances, shift penalties or higher duties payments).

If the redeployee retains his or her current salary the redeployee will not be entitled to any pay increases until the applicable salary for the alternative position is equal to or exceeds the employee's current salary, at which time the applicable salary will apply and any increases will apply as normal.

15.3. If a redeployee under this Agreement requests, and is accepted for, an alternative position more than two levels below his or her current position the redeployee will only be entitled to the applicable salary for the alternative position.

## **SECTION D: EMPLOYEE GRIEVANCES AND DISPUTES BETWEEN THE PARTIES**

### **16. APPEAL PROCESS**

16.1. During the 1 week period under clause 5.5 or clause 6.7 an employee selected for redundancy may appeal their assessment, ranking and/or selection for retrenchment.

16.2. The appeal process shall be conducted as follows:

- (a) The employee must lodge the appeal in writing within the 1 week period with the General Manager – Human Resources of the relevant Business Unit. No appeals will be allowed outside this period.
- (b) The appeal must state the grounds of appeal in full. Any grounds not stated in written appeal will not be considered on appeal.
- (c) The appeal will, within 2 business days of lodgment, be allocated to a manager at the same level as the manager who made the ranking, selection and/or selection for retrenchment but in the Human Resources Section of a different Business Unit. If the assessment, ranking and/or selection for retrenchment were made by managers at different levels the higher level shall apply.
- (d) The manager allocated the appeal will review the grounds of appeal and will, within 2 business days:
  - (i) seek a response to the grounds of appeal and any relevant documentation. The manager who made the assessment, ranking and/or selection for retrenchment must provide this response and documentation within 2 business days;
  - (ii) give the employee an opportunity to be heard. The time, place and manner of this opportunity to be heard will be at the discretion of the manager allocated the appeal. The appeal process shall not be delayed or stayed by a failure of an employee to accept the opportunity to be heard.
- (e) The manager allocated the appeal will, within 4 business days, make a decision on the appeal and communicate the decision to the employee. The decision shall be to:
  - (i) uphold the assessment, ranking and/or selection for retrenchment; or

- (ii) set aside the assessment, ranking and/or selection for retrenchment and remit the matter to the manager who made the assessment, ranking and/or selection to redetermine in accordance with any recommendations made.
- (f) A decision under clause 16.2(e) will be final as will any redetermination made following that decision.
- (g) The retrenchment process shall be stayed until the decision is communicated under clause 16.2(e) but if the decision is to uphold the assessment, ranking and/or selection for retrenchment in accordance with clause 16.2(e)(i) the amount payable to the employee on retrenchment shall be reduced by the lesser of:
  - (i) Retrenchment entitlements equivalent to 12 days salary; or
  - (ii) Retrenchment entitlements equivalent to the salary payable for the period of the appeal.

## **17. DISPUTE SETTLEMENT PROCEDURE**

- 17.1. If any matter arising as to the application of this Agreement is in dispute it will be dealt with as follows:
- (a) Discussion between the employee/employees affected and their one-up manager.
  - (b) If the matter is not resolved, the Appeal Process under clause 16 of this Agreement (where applicable).
  - (c) If the matter is still not resolved, discussion between the employee/employees and their two-up manager and, upon the request of the employee/employees, their union representative.
  - (d) If the matter is still not resolved, discussion between the relevant General Manager – Human Resources of the Business Unit (or nominated representative), the employee/employees affected and, upon request of the employee/employees, a senior national representative of the relevant union.
  - (e) If the matter is still not resolved, referral, by the General Manager – Human Resources of the Business Unit (or nominated representative), the employee/employees affected or a senior national representative of the relevant union, to the Australian Industrial Relations Commission in accordance with clause 17.2. Any dispute not within the scope of clause 17.2 can not be referred to the Australian Industrial Relations Commission.

- (f) Telstra's Group Workplace Relations and a senior national representative of the relevant union may agree to waive any step in this process to aid dispute resolution. However, the parties acknowledge the importance of the steps in this dispute resolution process to facilitate speedy and effective resolution of disputes arising as to the application of this Agreement.
- 17.2. A dispute referred to the Australian Industrial Relations Commission will be referred for:
- (a) in the case of a dispute over the application of any of the following clauses, conciliation/determination:
- Scope and Application – Clause 1
  - Definition of Redundancy – Clause 3
  - Requirement to Work – Clause 4
  - Individual Retrenchment – Clause 5
  - Reduction of Staff from a Group - Clauses 6.1, 6.2, 6.3, 6.6, 6.7, 6.8, 6.9
  - Site Function Closures – Clauses 7.3, 7.4 and 7.5
  - Retrenchment Entitlements – Clause 9
  - Long Service Leave - Clause 10
  - Superannuation - Clause 11
  - Continuous Service – Clauses 12 and 13; and
- (b) in the case of a dispute over the application of any of the following clauses, conciliation:
- Agreed Principles – Clause 2
  - Telstra Jobs Program – Clause 8
  - Assessment, Ranking and Selection – Clauses 6.4, 6.5
  - Voluntary Retrenchment Option - Clauses 6.10, 6.11, 6.12, 6.13
  - Site Function Closures – Clauses 7.1 and 7.2
  - Leave - Clause 14
  - Redeployment and Salary Maintenance – Clause 15
  - Appeal Process - Clause 16.
- 17.3. While any dispute is in the process of being resolved, work will continue without interruption in any manner whatsoever and any process under this Agreement shall continue without interruption.
- 17.4. Should any case of retrenchment become the subject of dispute, subject to it having been processed in accordance with the Agreement, there is no obligation on management to stay the retrenchment.

**18. DURATION**

18.1. This Agreement shall come into force from 4 March 1993 and shall remain in force until 31 January 1995.

## Appendix

### Transitional Arrangements

1. These transitional arrangements will:
  - (a) come into effect on 22 August 2002
  - (b) cease to have effect on 21 February 2003; and
  - (c) apply to employees of Telstra covered by the Agreement who are employed as at 22 August 2002.
  
2. For employees in respect of whom, as at 22 August 2002, a Form A and Form B has been issued under the provisions of the *AOTC Redundancy Agreement 1993* (as in force on the day prior to 22 August 2002), the following transitional arrangements will apply:
  - (a) **NSSC over 13 weeks**

An employee who, as at 13 August 2002, had been registered in the NSSC process as a consequence of the *AOTC Redundancy Agreement 1993* for more than 13 weeks will be retrenched on 29 August 2002.

Upon retrenchment the employee will be paid the amounts under clauses 9.1 and 9.3 of the Agreement as well as the payment in lieu of notice contained in the Agreement.
  - (b) **Agreed termination date**

Subject to clause 2(a), an employee who has agreed a date for termination of their employment with Telstra which is after 22 August 2002 will be retrenched on the agreed date.

Upon retrenchment the employee will receive the severance and termination payments agreed. Where no severance and termination payments have been agreed the employee will be paid the amounts under clauses 9.1 and 9.3 of the Agreement as well as the payment in lieu of notice contained in the Agreement.

These arrangements may be varied by agreement.
  - (c) **Form A on or prior to 1 August 2002**

Subject to clauses 2(a) and 2(b), for an employee in respect of whom the Form A was issued on or before 1 August 2002, the procedure under clause 5 [commencing at clause 5.5] of the Agreement will apply; and
  - (d) **Form A after 1 August 2002**

Subject to clauses 2(a) and 2(b), for an employee in respect of whom the Form A was issued after 1 August 2002, the procedure under clause 5 (commencing at clause 5.2) of the Agreement will apply.

3. For employees in respect of whom, as at 22 August 2002, a Form A has been issued under the provisions of the *AOTC Redundancy Agreement 1993* (as in force on the day prior to 22 August 2002) but a Form B has not been issued, the retrenchment process will cease and the processes under the Agreement will apply.
4. Where a site function closure and an anticipated closure date have been announced prior to 22 August 2002, the site function will not close before that announced anticipated closure date.
5. Notwithstanding the wording of Clause 17(1)(e), the transitional arrangement in this appendix shall be subject to the disputes resolution procedure under clause 17 of the Agreement and specifically clause 17(2)(a) of the Agreement.

ATTACHMENT 1

FORM A

NOTIFICATION OF REDUNDANCY AND PROPOSED RETRENCHMENT

Telstra Redundancy Agreement 2002 Clause 5.1(a)  
Individual Retrenchment

**DATE OF ADVICE:** \_\_\_\_\_

**BUSINESS UNIT:** \_\_\_\_\_

**CLASSIFICATION:** \_\_\_\_\_

**JOB TITLE:** \_\_\_\_\_

**LOCATION OF POSITION:** \_\_\_\_\_

**DATE OF PROPOSED RETRENCHMENT:** \_\_\_\_\_

**REASONS FOR REDUNDANCY AND PROPOSED RETRENCHMENT:**

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ATTACHMENT 1

FORM A

NOTIFICATION OF REDUNDANCY AND PROPOSED RETRENCHMENT

Telstra Redundancy Agreement 2002 Clause 6.1  
Reduction of Staff Numbers in a Group

**DATE OF ADVICE:** \_\_\_\_\_

**BUSINESS UNIT:** \_\_\_\_\_

**CLASSIFICATIONS:** \_\_\_\_\_

**JOB TITLES:** \_\_\_\_\_

**LOCATION OF POSITIONS:** \_\_\_\_\_

**NUMBER OF POSITIONS (CURRENT):** \_\_\_\_\_

**NUMBER OF POSITIONS (PROPOSED):** \_\_\_\_\_

**NUMBER OF PROPOSED RETRENCHMENTS:** \_\_\_\_\_

**DATE OF PROPOSED RETRENCHMENTS:** \_\_\_\_\_

**REASONS FOR REDUNDANCY AND PROPOSED RETRENCHMENTS:**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT 1

FORM A

NOTIFICATION OF SITE FUNCTION CLOSURE

Telstra Redundancy Agreement 2002 Clause 7.1  
Site Function Closure

**DATE OF ADVICE:** \_\_\_\_\_

**BUSINESS UNIT:** \_\_\_\_\_

**NAME OF SITE FUNCTION:** \_\_\_\_\_

**LOCATION OF SITE FUNCTION:** \_\_\_\_\_

**CLASSIFICATIONS:** (Attach List)

**JOB TITLES:** (Attach List)

**NUMBER OF POSITIONS:** \_\_\_\_\_

**DATE OF SITE FUNCTION CLOSURE:** \_\_\_\_\_

**REASONS FOR SITE FUNCTION CLOSURE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORM B

ADVICE OF SELECTION FOR RETRENCHMENT

Telstra Redundancy Agreement 2002 Clause 5.4  
Individual Retrenchment

**DATE OF ADVICE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**YEARS OF SERVICE:** \_\_\_\_\_  
(as at date of advice)

**CONTACT NUMBER:** \_\_\_\_\_

**BUSINESS UNIT:** \_\_\_\_\_

**CLASSIFICATION:** \_\_\_\_\_

**JOB TITLE:** \_\_\_\_\_

**LOCATION OF POSITION:** \_\_\_\_\_

**REASONS FOR RETRENCHMENT:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORM B

ADVICE OF SELECTION FOR RETRENCHMENT

Telstra Redundancy Agreement 2002 Clause 6.6  
Reduction of Staff Numbers in a Group

**DATE OF ADVICE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**YEARS OF SERVICE:** \_\_\_\_\_  
(as at date of advice)

**CONTACT NUMBER:** \_\_\_\_\_

**BUSINESS UNIT:** \_\_\_\_\_

**CLASSIFICATION:** \_\_\_\_\_

**JOB TITLE:** \_\_\_\_\_

**LOCATION OF POSITION:** \_\_\_\_\_

**REASONS FOR RETRENCHMENT:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3**

**FORM C**

**ELECTION TO BE RETRENCHED**

**Telstra Redundancy Agreement 2002**

This form sets out a number the options available to you under the Telstra Redundancy Agreement 2002 at different stages of the retrenchment process. It should be completed and returned to your manager on or before the dates indicated **if you wish to be retrenched at any stage of the process**. If no election is received by each of those dates the default provisions of the Agreement will apply (that is you will continue into the next stage of the retrenchment process).

You can obtain further information on your options or about the retrenchment process under the Telstra Redundancy Agreement 2002 from your Manager. Information and copies of the Agreement can also be found on the Telstra Intranet.

Employee Name:

\_\_\_\_\_

Employee Contact Number:

\_\_\_\_\_

Manager Name:

\_\_\_\_\_

Manager Contact Number:

\_\_\_\_\_

Date of Notification of Redundancy and Proposed Retrenchment:

\_\_\_\_\_

Date of Advice of Selection for Retrenchment:

\_\_\_\_\_

Date of Start of "Cooling Off" Period:

\_\_\_\_\_

Date of End of "Cooling Off" Period:

\_\_\_\_\_

Date of Start of Part A of the Telstra Jobs Program:

\_\_\_\_\_

Date of End of Part A of the Telstra Jobs Program:

\_\_\_\_\_

Date of Start of Part B of the Telstra Jobs Program:

\_\_\_\_\_

Date of End of Part B of the Telstra Jobs Program:

\_\_\_\_\_

Date of Site Function Closure:

\_\_\_\_\_

## ELECTION TO BE RETRENCHED

*The following elections are only to be used if you do not wish to participate in the full retrenchment process under the Telstra Redundancy Agreement 2002, including part or all of the Telstra Jobs Program. The Telstra Jobs Program is outlined at Clause 8 of this Agreement. You do not need to make an election, and if you do not you will continue in the retrenchment process, including the Telstra Jobs Program.*

FIRST ELECTION [Clause 5.1(b)] – exit 7 days after initial advice (Form A)  
(Individual Retrenchment Only)

Election to be returned to your manager by \_\_\_\_\_. You do not need to return this election until that date and this election may be withdrawn at any time up to and including that date.

- I elect to be retrenched on \_\_\_\_\_. I understand that I will receive:
- severance payments outlined in Clause 9 of the Telstra Redundancy Agreement 2002;
  - a \$4,500 gross payment to allow me to conduct my own job search program;
  - the equivalent of 3 weeks pay; and
  - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

SECOND ELECTION [Clause 5.5(e) or 6.7(e) or 7.5(b)] – exit 7 days after the conclusion of “cooling off”

Election to be returned to your manager by \_\_\_\_\_.

- I elect to be retrenched on \_\_\_\_\_. I understand that I will receive:
- severance payments outlined in Clause 9 of the Telstra Redundancy Agreement 2002;
  - a \$4,500 gross payment to allow me to conduct my own job search program; and
  - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

THIRD ELECTION [Clause 8.3] – exit 7 days after Part A of the Telstra Jobs Program

Election to be returned to your manager by \_\_\_\_\_.

- I elect to be retrenched on \_\_\_\_\_. I understand that I will receive:
- severance payments outlined in Clause 9 of the Telstra Redundancy Agreement 2002;
  - a \$2,500 gross payment to allow me to conduct my own job search program; and
  - payment in lieu of notice (4 weeks and an additional week if required under the *Workplace Relations Act 1996*).

**Date:** \_\_\_\_\_ **Employee Signature:** \_\_\_\_\_

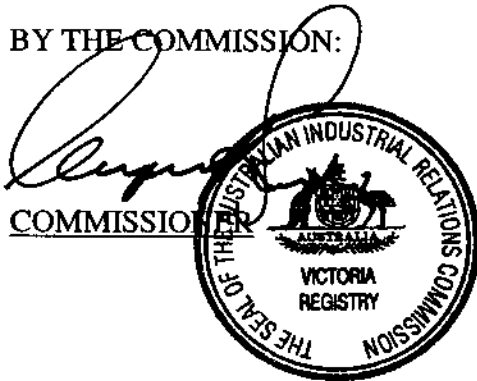
Your separation payments will be arranged by your Payroll Services area and you should receive this within seven working days of your leaving date. Your superannuation payments are organised by your superannuation scheme and will be sent separately.

I have read and understand Telstra's Policy on re-employment of retrenched staff.

**Date:** \_\_\_\_\_ **Employee Signature:** \_\_\_\_\_

B. This agreement shall commence to operate on 22 August 2002 and shall remain in force for a period of twelve months.

BY THE COMMISSION:



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