

REDUNDANCY, REDEPLOYMENT & RETRENCHMENT

The ANZ/FSU Agreement 1998 provides for Redundancy, Redeployment and Retrenchment. If you work for ANZ, this Agreement applies to you, and ANZ must legally abide by the Agreement. Here's what your Agreement says about redundancy, redeployment and retrenchment.

Organisational Change Principles

Retrenchment is at the Group's instigation only. It is defined as termination or notice of proposed termination of employment as the result of a re-organisation or through the adoption of changed business practices and where alternative employment is not available or re-training appropriate.

ANZ will make every effort to avoid retrenchment through redeployment, re-training, natural attrition and curtailing recruitment.

In filling vacancies first consideration will be given to suitably qualified staff members whose jobs are disappearing.

Redundancy

Employees who are made redundant will:

- be given maximum forewarning
 - be advised in writing with no less than 6 weeks notice or payment in lieu of notice
- in filling vacancies first consideration will be given to suitably qualified staff members whose jobs are disappearing
- staff shall not be retrenched until all reasonable alternatives for continuing employment has been explored



Redeployment

Staff shall not be retrenched until all reasonable alternatives for continuing employment have been explored, and there is no suitable alternative employment available. As far as possible all avenues to redeployment will be exhausted prior to the issuing of written notice.

Where a staff member is redeployed within ANZ Group in a directly comparable position at, not less than, the staff member's existing salary the Group's normal transfer conditions will apply and retrenchment provisions of redundancy will not apply.

Where a staff member cannot be redeployed in the terms above and as an alternative to retrenchment the staff member may be offered redeployment within ANZ Group. The offer will be in writing stating that normal retrenchment provisions will apply if the offer of redeployment is not accepted will include information about the proposed job option (s).

The staff member will be given a period of not less than two weeks to decide whether or not to accept the Group's offer of redeployment.

> Continued on next page



Retrenchment

ANZ may, where appropriate, call for applicants for retrenchment.

Where selection is necessary, ANZ will consider:

- Ability to discharge duties
- Length of Service
- Special circumstances such as the need to retain specific skills
- Any other factor ANZ determines

ANZ's decision is final and the Agreement does not provide for a right of appeal.

ANZ will provide the maximum forewarning of likely retrenchment and the specific retrenchment date, however no staff member will be given less than six weeks' written notice or payment in lieu of that notice.

While under notice a staff member must be allowed up to one day on full pay off duty each week, if requested to seek other employment.

Failure to work out your period of notice may result in an equivalent deduction from your termination pay.

Have you been made redundant, or been retrenched?

You have rights. Exercise them.

Together with your union, you can hold ANZ to the Agreement.

What can I do?

- Ask for all advice regarding redundancy, redeployment or retrenchment in writing and keep a record of any communication.
- Be aware of time frames, such as the period you can be on redeployment, and the period of notice of retrenchment.
- Obtain the position description of every position you consider while on redeployment, to compare to your existing position description.
- If you are a member contact the FSU for advice before making any decision.
- If you are not a member, join FSU today.

If you need advice at any stage, speak to your FSU Rep, your FSU Organiser or the Member Rights Centre, on **1300 366 378**.