

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988

s.170NA approval to implement an enterprise flexibility agreement

**Lloyds Bank NZA Limited**  
(C No. 33611 of 1994)

**LLOYDS BANK AUSTRALIA ENTERPRISE FLEXIBILITY AGREEMENT [1995]**

Various employees

Banking services

DEPUTY PRESIDENT MAHER

MELBOURNE, 11 JULY 1995

Approval for implementation of enterprise flexibility agreement

**APPROVAL OF IMPLEMENTATION OF AN ENTERPRISE FLEXIBILITY AGREEMENT**

In accordance with section 170NC of the Industrial Relations Act 1988, the Commission hereby approves the implementation of the attached memorandum of agreement.

This agreement shall come into force from 16 June 1995 and shall remain in force for a period of three years.

BY THE COMMISSION:



I. Douglas for Lloyds Bank NZA Limited.

C. Puls for the Finance Sector Union of Australia.

Hearing Details:

1995.

Sydney:

June 16.



**LLOYDS BANK AUSTRALIA  
ENTERPRISE FLEXIBILITY AGREEMENT**

1. **TITLE**

This Agreement shall be known as the Lloyds Bank Australia Enterprise Flexibility Agreement.

2. **ARRANGEMENT**

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3. **APPLICATION**

This Agreement shall be binding upon Lloyds Bank NZA Limited ("the Bank") and upon all employees ("employees") whose wages and conditions of employment are intended to be regulated by the Lloyds Bank Australia Award 1992 ("the Award") by reason of Clause 3 of that Award.

4. **OPERATION**

This Agreement shall operate from the date of approval of its implementation for a period of three years.

5. **VARIATION**

- (a) Any terms identified as variable in this Agreement may be varied by a later enterprise flexibility agreement.
- (b) Any such term may be varied if there is agreement as contemplated by paragraph (d) below that the term:
  - (i) requires variation so as to deal with the effect of legislative change and/or
  - (ii) requires variation to give recognition to changes in community standards and/or
  - (iii) is no longer relevant or appropriate to the Bank's operational requirements and/or
  - (iv) is inconsistent with the delivery of optimum productivity.
- (c) Any variation proposed to be made pursuant to this clause shall be subject to the same procedures as are required for this Agreement by Section 170NC(1)(g) and (h) of the Act.
- (d) The agreement of the parties referred to in paragraph (b) hereof shall be the agreement of a majority of the persons to be covered by the Agreement as varied in the manner required by Section 170NC(1)(i) of the Act.

6. **CONTRACT OF EMPLOYMENT**

- (a) Employees shall be employed and paid by the month provided that any such employee may agree for payment to be made on some other basis.
- (b) Employees shall be on probation for a period of up to six months following engagement. During the probation period the contract of employment may be terminated by either party by giving one week's notice.
- (c) This clause may be varied in accordance with clause 5.

7. **HOURS OF WORK**

- (a) The times at which full-time employees shall start and finish work shall be determined by the Bank.

- (b) The practice of the Bank to require full time employees to work core hours between 8.45 a.m. and 5.15 p.m. Monday to Friday inclusive of meal breaks shall continue.
- (c) Full-time employees may be required to work hours additional to core hours and the actual wages paid to such employees take this into account.
- (d) At engagement or at any time thereafter a full-time employee may agree to core hours of work different from those above.
- (e) This clause shall prevail over and operate in lieu of clause 8 - Hours and clause 10 - Overtime of the Award.
- (f) No full-time employee shall be required to work more than 5 hours without a meal break of not less than 30 minutes, provided however that the Bank may require a full-time employee, to meet operational requirements, to work on without a meal break, and in such circumstances a meal break will be allowed as soon as practicable, unless the employee would normally finish work within that period of 30 minutes.
- (g) This clause may be varied in accordance with clause 5.

8. **PART-TIME EMPLOYMENT**

- (a) The times at which part-time employees shall start and finish work shall be determined by the Bank.
- (b) Part-time employees shall work core hours, inclusive of meal breaks, being less than those worked by full-time employees.
- (c) Part-time employees may be required to work hours additional to core hours and the actual wages paid to such employees take this into account.
- (d) Sub-clauses (a), (b) and (c) shall prevail over and operate in lieu of sub-clauses (c) and (d) of clause 6 of the Award.
- (e) Part-time employees shall also be entitled pro rata to all those Agreement benefits in addition to wages to which a full-time employee is entitled provided that a part-time employee may, if invited by the Bank to do so, elect to forfeit all such benefits and in lieu thereof receive a loading of 20% on the relevant wage per hour.
- (f) No part-time employee shall be required to work more than 5 hours without a meal break of not less than 30 minutes, provided however that the Bank may require a part-time employee, to meet operational requirements, to work on without a meal break, and in such circumstances a meal break will be allowed as soon as practicable, unless the employee would normally finish work within that period of 30 minutes.

- (g) Where a bank or public holiday falls on a day of the week on which a part-time employee would normally work, such part-time employee shall be paid in respect of such holiday an amount equal to the amount which he or she would have been paid for the ordinary time which he or she would have worked if such day had not been a holiday.
- (h) The provisions of clause 7 - Hours of Work of this Agreement and clause 9 - Meal Break of the Award shall not apply to part-time employees. Where the loading in sub-clause (c) is paid clause 14 - Annual Leave and clause 16 - Bereavement Leave of the Award and clause 11 - Sick Leave and Leave to Care for Immediate Family of this Agreement shall not apply.
- (i) This clause may be varied in accordance with clause 5.

9. WAGES

- (a) (i) Full time employees under 21 years old shall be paid not less than the relevant age related calendar monthly rates as follows:

	\$ per month	\$ per annum
Under 17	858	10,296
At 17	1,029	12,348
At 18	1,201	14,412
At 19	1,372	16,464
At 20	1,544	18,528

- (ii) Full time employees 21 years old and over shall be paid not less than the calendar monthly wage rate as follows:

	\$ per month	\$ per annum
During the first 2 years of work experience as an adult with the Bank	1,715	20,580
Thereafter	1,890	22,680

- (b) Part-time employees will be paid a minimum pro-rata wage per hour based on the relevant rate in accordance with clause 8.
- (c) The minimum wage rates in paragraph (a) shall be increased by two per centum of the then current minimum rates from the first full pay period commencing on or after each anniversary of the date of approval of implementation of this Agreement.
- (d) The actual rate of pay for each employee will be reviewed and determined annually by the Bank.

(e) The Bank may direct each employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(f) This clause may be varied in accordance with clause 5.

10. **MEAL MONEY**

(a) An employee other than a shift worker who is required by the Bank to work for more than nine hours exclusive of meal breaks on any day Monday to Sunday inclusive, shall be paid meal money of \$9.00 or be provided with a meal.

(b) An employee required to work more than five hours' on any public holiday shall be paid meal money of \$9.00 or be provided with a meal and if required to work more than nine hours on such day shall be paid a further sum of \$9.00 for a meal or be provided with a meal.

(c) Paragraphs (a) and (b) shall not apply where the Bank elects to provide the employee with a taxi fare home.

(d) This clause may be varied in accordance with clause 5 - Variation.

11. **SICK LEAVE AND LEAVE TO CARE FOR IMMEDIATE FAMILY**

(a) Employees will be granted sick leave of five days per annum during the first year of service, and eight days per annum during the second and subsequent years of service. Employees may use this sick leave for their own illness or injury or may use a maximum of five days per year to care for a member of their immediate family who is ill or injured. Immediate family means the employee's spouse, father, mother, sister, brother, daughter, son, grandfather, grandmother, mother-in-law or father-in-law.

(b) Entitlement to sick leave during the first year of service will be credited to the employee on completion of the three month period of probation. Thereafter, entitlement to sick leave will be credited to the employee automatically on the anniversary of joining.

(c) A doctor's certificate is required for each absence of two days or more.

(d) Where an employee has a requirement to exceed the sick leave entitlement, each case will be determined on its merits. The decision to extend sick leave privileges beyond entitlement will be at the discretion of the Personnel Manager.

(e) Payment during absence on sick leave shall be at the employee's actual rate of pay.

(f) Sick leave may be accumulated for a maximum of 60 days but accumulated sick leave will not be paid out on termination of employment.

(g) This clause may be varied in accordance with clause 5.

12. **OTHER PAID LEAVE**

Paid leave in addition to that specified in this Agreement shall be granted at the sole discretion of the Bank and not otherwise.

13. **PERFORMANCE MANAGEMENT**

(a) The Bank will follow the procedure set out in Schedule A in managing the performance and conduct of employees. Such Schedule shall form part of this Agreement.

(b) This clause and Schedule A may be varied in accordance with clause 5.

14. **TERMINATION OF EMPLOYMENT**

(a) The provisions set out in Schedule B will apply in addition to the provisions in Division 3 of Part VIA of the Industrial Relations Act 1988 in relation to termination of employment. Such Schedule shall form part of this Agreement.

(b) This clause and Schedule B may be varied in accordance with clause 5.

**NOTE:** This clause is not intended to incorporate the provisions of the Industrial Relations Act 1988 into this Agreement.

15. **REDUNDANCY**

(a) The provisions set out in Schedule C will apply in addition to the provisions in Division 3 of Part VIA of the Industrial Relations Act 1988 in relation to redundancy. Such Schedule shall form part of this Agreement.

(b) This clause and Schedule C may be varied in accordance with clause 5 - Variation.

16. **TRAVEL EXPENSES**

Employees who, in the course of their duty, are required to travel to any place away from their usual place of employment, will have all reasonable travelling, accommodation, meal and sundry expenses paid by the Bank, provided that the Bank will have the right to select the mode of travel and accommodation.

17. **REMOVAL EXPENSES AND REIMBURSEMENT**

The Bank will continue its practice of meeting the cost of reasonable removal expenses when it requires employees to change their place of residence. It is anticipated such moves will be extremely rare.



18. ADOPTION OF AWARD CLAUSES

(a) The following clauses of the Award, as expressed at the date of approval of implementation of this Agreement by the Australian Industrial Relations Commission, are adopted and form part of this Agreement:

Clause 7	-	Payment of Wages
Clause 12	-	Shift Work
Clause 14	-	Annual Leave
Clause 16	-	Bereavement Leave
Clause 17	-	Maternity Leave
Clause 18	-	Adoption Leave
Clause 19	-	Workers' Compensation Make-up Pay

(b) The terms of this Agreement shall apply over all other terms of the Award during the life of this Agreement.

19. DISPUTE SETTLEMENT PROCEDURE

The following procedure shall apply for preventing and settling disputes about matters arising under this Agreement:

(a) As soon as is practicable after the dispute has arisen, the employee concerned will take the matter up with his/her department head affording him/her the opportunity to remedy the cause of the dispute.

(b) Where any such attempt at settlement has failed, or where the dispute is of such a nature that a direct discussion between the employee and his/her department head would be inappropriate, the employee concerned will as soon as practicable take the matter up with the personnel manager or if unresolved then with the Chief Executive Officer affording the personnel manager or Chief Executive Officer as appropriate the opportunity to discuss and if necessary remedy the cause of the dispute.

(c) Where any such attempt at settlement has failed, or where the dispute is of such a nature that a direct discussion between the employee and his/her department head, personnel manager and/or Chief Executive Officer would be inappropriate, the employee may obtain the assistance of and/or be represented by any other person.

(d) If the matter is not settled it shall be submitted to an independent mediator agreed between the parties who shall endeavour to resolve the issue between the parties by conciliation.

(e) Without prejudice to either party, work should continue in accordance with this Agreement while the matters in dispute are being dealt with in accordance with this paragraph.

20. **CONSULTATION ABOUT WORK**

Because of procedures and practices already followed by the Bank and which will be ongoing, it is not appropriate for this Agreement to provide a process for the persons bound by this Agreement to consult each other about matters involving changes to the organisation or performance of work in the enterprise.

21. **AGREEMENT AVAILABILITY**

A copy of this Agreement and any variations shall be available from the Bank's Personnel Department upon the request of an employee.

22. **RIGHT OF ENTRY**

- (a) The Finance Sector Union's right of entry to the Bank in relation to this Agreement shall be exercised subject to Section 286 of the Industrial Relations Act 1988 and in accordance with the following procedure:

**Agreement Observance**

- (i) Where possible, the Union will give prior notice to the Bank's Personnel Manager of its desire to enter the Bank's premises for the purpose of ensuring observance of the Agreement.
- (ii) Entry will be confined to normal working hours.
- (iii) The Union's representative will identify himself/herself to the Bank's representative by producing written authorisation by the National or a Branch Secretary of the Union. If valid authorisation is not produced the Union representative will be advised that he/she has no right of entry and will leave the premises.
- (iv) Where possible, the Union's representative shall advise the Bank's representative details of the purpose of the visit.
- (v) The Bank's representative receiving the Union representative shall immediately advise the Personnel Manager of the arrival of the Union representative and the stated reason for the visit.
- (vi) The Bank's representative will accompany the Union representative at all times while on the Bank's premises.
- (vii) Inspection shall be confined to time, wage, remuneration, leave, and other relevant records relating to observance of the Agreement and shall take place in a room nominated by the Bank. Inspection shall be conducted in the presence of the Bank's representative and records shall not be removed from the Bank's premises.

(viii) Where it is necessary for the Union representative to interview an employee for the purpose of ensuring Agreement observance, such interview shall be:

- (1) confined to employees covered by the Agreement;
- (2) conducted for the purpose of ensuring observance of the Agreement only;
- (3) conducted in the presence of the Bank's representative unless the employee requests otherwise;
- (4) conducted at a time convenient to the Bank having regard to its operational needs;
- (5) conducted in a suitable room nominated by the Bank.

(ix) The Union representative shall exercise every care to preserve the confidentiality of all information, books or documents inspected during entry.

(b) Where the Union is allowed a right of entry for the purpose of membership recruitment, such entry shall be pursuant to the following procedure:

#### Recruitment

- (i) The Union representative must first contact the Personnel Manager, to arrange a mutually convenient time for the visit. Where convenient to the Bank, the date of the visit will be within seven days of request.
- (ii) The Bank will arrange the visit, including as appropriate:
  - (1) advice to its employees.
  - (2) provision of interview facilities.
  - (3) an appointment schedule for those employees who wish to meet with the Union representative.
- (iii) A visiting Union representative must produce to a nominated representative of the Bank, his or her written authority authorised by either the National Secretary or Branch Secretary of the Union. (If the authorisation is not in order, the representative will be advised that he or she has no right of entry and will leave);
- (iv) The visits will be arranged during normal working hours, including over the lunch break.

Interviews, which are expected to be of not more than about fifteen minutes duration, will be arranged on a "one to one" basis between the Union representative and individual employees. Attendance at such interviews is entirely voluntary; neither the Union, its representative or the Bank or any of the Bank's staff will coerce an employee, nor will the Bank or any of its staff seek to prevent an employee from attending such an interview.

- (v) A visiting Union representative must exercise every care to preserve the confidentiality of all information relevant to the business of the Bank gained during the visit.

23. **EXEMPTION**

This Agreement shall not apply to any employee who is exempt from the Award by reason of clause 24 thereof.

24. **NO PREFERENTIAL TREATMENT**

No employee will receive any employment benefit or detriment by reason of his or her membership or non-membership of a union.

25. **NEGOTIATION FOR NEW AGREEMENT**

At least one month before the end of the life of this Agreement the Bank will communicate with the employees then covered by the Agreement with a view to reaching an enterprise flexibility agreement to replace this Agreement.

**SCHEDULE A**

**PERFORMANCE MANAGEMENT**

**(a) Policy Statement**

The intent of this procedure is to provide managers and employees with guidance and support when involved in a disciplinary process. The aim is to combine consistency in the overall application of the procedure with justice for the individual.

**(b) Procedure - Preliminary Considerations**

- (i) Before any action is taken to proceed with disciplinary measures position and department standards must have been established and communicated clearly.
- (ii) Standards must be applied consistently to all employees.
- (iii) Once the decision has been made that disciplinary action is required it is necessary to follow a four step process:

Step One	-	Informal warning
Step Two	-	Formal warning
Step Three	-	Final warning
Step Four	-	Termination

The only time these steps need not be followed is in cases of proven serious misconduct.

- (iv) In the case of an employee on probation, the employee should be counselled and given the opportunity to meet job requirements and expectations. If the problems are not resolved, the employee should be terminated while on probation.
- (v) Employees must be made aware that they can appeal against disciplinary actions. Appeal is available at each step of the discipline procedure.

**(c) Serious Misconduct**

Serious misconduct, which may of itself involve a fundamental breach of an individual's contract of employment, includes but is not limited to:

- dishonesty
- insubordination
- working under the influence of alcohol and/or drugs
- forging or deliberately falsifying any record.

Offences involving serious misconduct will usually result in dismissal without notice and without payment in lieu of notice.

SCHEDULE B

TERMINATION OF EMPLOYMENT

The following shall apply in accordance with clause 14 of this Agreement:

- (a) The Bank may provide payment in lieu of the notice prescribed provided that employment may be terminated by any combination of notice and payment in lieu of notice. In calculating any payment in lieu of notice the ordinary rate of pay an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.
- (b) The notice of termination required to be given by an employee shall be the same as that required of the Bank, save and except that there shall be no additional notice based on the age of the employee.

If an employee fails to give notice the Bank shall have the right to withhold moneys due to the employee with a maximum amount equal to the actual ordinary time rate of pay for the period of notice.

- (c) Where the Bank has given notice of termination to an employee the employee shall be allowed up to one day's time off without loss of pay to seek other employment. The time off shall be taken at the time convenient to the employee after consultation with the Bank.

**SCHEDULE C**

**REDUNDANCY**

The following shall apply in accordance with clause 15 of this Agreement:

**(a) Consultation and provision of information**

Where the Bank has made a definite decision based on its operational requirements that may lead to termination of employment, the Bank shall hold discussions with the employee directly affected.

- (i) The discussions shall take place as soon as is practicable after the Bank has made a definite decision which will invoke the provisions of this Schedule and shall cover, inter alia, the period over which the terminations are likely to be carried out, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employee concerned.
- (ii) The Bank will seek to establish criteria for selection which so far as possible do not depend solely upon the opinion of the person making the selection but can be objectively checked. The Bank will seek to ensure that the selection is made fairly in accordance with these criteria.

**(b) Transfer to other duties**

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) above the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the Bank may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

**(c) Time-off work during the notice period**

- (i) During the period of notice of termination given by the Bank an employee shall be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Bank, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

(d) **Severance Pay**

- (i) In addition to the period of notice prescribed for ordinary termination under Part VIA of the Industrial Relations Act 1988 an employee whose employment is terminated for reasons set out in paragraph (a) above shall be entitled as a minimum to the severance pay required by the Australian Industrial Relations Commission as its standard from time to time.
- (ii) An employee whose employment is terminated for reasons set out in paragraph (a) above may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the Bank until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) **Alternative employment**

The Bank shall not be required to make the severance payment referred to in paragraph (d) above if it obtains acceptable alternative employment for an employee.