

RE: Urgent correspondence regarding proposed employment agreements dated 9 June 2026

From Wayne Howard [REDACTED]
Date Thu 11/06/2026 12:30 PM
To Cousner, Alex [REDACTED]
Cc McPherson, Nicole [REDACTED]; Blackmore, Paul [REDACTED]

■ 1 attachment (1 MB)

Bendigo Bank Team FAQ - Employee Microsite - 11Jun26.mhtml;

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Dear Mr Cousner

Further to discussion at the Fair Work Commission (FWC) hearing on 10 June 2026 and in response to your correspondence dated 9 June 2026.

Please find following typical response from Infosys to relevant Bendigo Bank employees in regards to their direct questions to the **six (6) key issues that the FSU believed outstanding**. Infosys consider these reasonable clarifications to matters raised and resolved with employees:

1. Location (clause 3)

Your offer of employment reflects your current primary Bendigo Bank work location. As part of the transition, this is an "as is, where is" arrangement, meaning your location and working arrangements will remain unchanged while you continue supporting Bendigo Bank as a client.

This means that you will continue working from a Bendigo Bank location (or your current remote arrangement), consistent with how you work today.

The "Location" clause is standard in Infosys offers of employment and includes the qualifier that any requirement to work at other offices or client locations will be "within reason". It's not intended to create an expectation that you will be required to relocate interstate or overseas as part of this transfer.

Over time, as part of a large technology and consulting organisation, there may be opportunities to work on different clients or projects. If this occurs:

- Any change in location or working arrangements would be discussed with you in advance
- Infosys would consult with you and take into account your personal circumstances and preferences
- There is no expectation that you would be required to relocate without agreement

Different clients may have different expectations regarding onsite attendance, however these would be outlined and agreed to, prior to any transition to a new assignment.

2. Hours of work (clause 6)

If you accept the offer of employment, you will continue to work the same hours you currently do as a Bendigo Bank employee, including any existing part-time or flexible working arrangements.

This clause sets the standard span of business operating hours (9:00am to 5:30pm, Monday to Friday) and includes standard flexibility language that can apply to client service organisations (for example, where a client requires support windows outside standard hours or where planned work is scheduled after hours). It is not intended to make "ordinary hours" indeterminate in practice.

The current FAQ explains how this applies for transferring employees:

- *Standard Infosys office hours are from 9am to 5:30pm, Monday to Friday.*
- *If Bendigo Bank requests a change to hours of support, or if an employee supports another client in future, the employee will be consulted prior (as occurs today). Preferences and personal circumstances are considered alongside operational needs.*

So your existing Bendigo Bank working pattern remains unchanged.

3. Deductions (clause 10 and Enclosure 4)

Deductions from salary can only be made in accordance with section 324 of the Fair Work Act 2009 (Cth), and must be lawful, authorised and reasonable.

This means that deductions are generally limited to amounts authorised by you in writing (e.g. salary sacrifice arrangements, social club fee, etc.) that is principally for your benefit and for deductions authorised by or under a law of the Commonwealth, a State or a Territory or an order of a court.

Separate consent is taken at the time of actual deductions in line with the requirements of the Fair Work Act, 2009. Other Government specified deductions refers to deductions required or authorised by law, such as:

- *Taxation obligations (PAYG)*
- *Court orders or statutory recovery processes*
- *Other legally mandated deductions*

It does not allow discretionary or undefined deductions, and any deductions made by Infosys are made in accordance with the applicable law.

Notwithstanding the above, Infosys have updated the examples given in the Payroll Authorisation Statement of the revised offer and retained the examples relating to personal related expenses and overpayment, as applicable to you.

4. Duties (clause 4)

This is a standard clause intended to provide reasonable operational flexibility. It is not intended to allow Infosys to place an employee into any role at discretion or to make changes that are inconsistent with an employee's skills, experience and job level.

As reflected in the existing FAQ, the clause allows Infosys to make reasonable, business-related changes to duties or reporting lines so long as these are within the scope of the employee's role, skills and job level, and the employee will be notified in writing if this occurs. The FAQ also states that the clause does not allow significant or fundamental changes to role, pay or conditions and that any changes will be lawful and reasonable.

Please note that for any changes to matters relating to an employee's role, Infosys will consult with employees and work towards a mutual agreement, before implementing any changes.

The existing FAQ also clarifies that all positions transferring to Infosys to support Bendigo Bank will be considered client-billable roles, as a core part of the job. Importantly, this wording:

- does not mean an employee must be billable all of the time, and
- does not mean that a period between assignments will put an employee's role at risk.

Instead, the clause is included for transparency and to explain that if a role is designed to be billable and there is a prolonged period where no appropriate work is available, this would be managed fairly, including through active redeployment efforts, learning and development, focussed on upskilling and reskilling. Where relevant and if a role is no longer required, then it could lead to redundancy which is managed strictly in line with applicable law, company processes and the redundancy entitlements as outlined in the offer of employment, which have been aligned to the Bendigo Bank Redundancy Policy.

For transferring Bendigo Bank employees, the intent remains continuity of work on the Bendigo Bank account through appropriate and necessary transition and any future changes would be approached through consultation and reasonable workforce planning.

5. Restraint of Trade (Enclosure 2)

The non-compete restraint is not intended to apply broadly to all Infosys clients in an unrestricted way. Based on the contract wording:

- *The clause focuses on clients you have had involvement with or relationships with in the last year, or where there is a legitimate business interest to protect (eg. confidential information or influence over client decisions)*
- *It is not designed to prevent you from working across the entire market or with unrelated organisations.*

Any application of the clause would need to be:

- *Proportionate to your role, and*
- *Limited to what is reasonably necessary to protect Infosys' business interests*

Restraint of trade provisions are standard in many employment agreements and are designed to:

- *Protect client relationships*
- *Safeguard confidential information and intellectual property*

These clauses are generally:

- *Limited in scope and duration*
- *Interpreted in accordance with applicable law, including reasonableness*
- *Time limited, with respect to working with certain clients immediately after leaving Infosys. After that period expires, there is no ongoing restriction.*

Importantly, these clauses are only enforceable to the extent that they are considered reasonable under applicable law and are not intended to create broad or indefinite barriers to future employment.

We acknowledge that this may differ from your current Bendigo Bank contract, as Infosys is a global company with a broad range of clients and employees across Australia.

6. Flexible Working Arrangements

In regards to your own arrangements, Bendigo Bank have confirmed any flexible work options including part-time status, home based work or compressed working which Infosys and Bendigo Bank have agreed to continue supporting:

- *Any formal flexible working agreement can be transferred from Bendigo Bank to Infosys. If you wish to do so, please provide a copy of this which will be retained on your employment records with Infosys*
- *Alternatively, you can choose to renew or replicate your flexible working agreement directly with Infosys. As with Bendigo Bank, this would have the same agreed terms (which typically includes the duration of the agreement and any mutual review period)*
- *Any such agreement would complement and be in addition to your letter of offer (which continues to apply)*

As agreed, and in the spirit of sharing information provided to FSU members via the Employee Microsite, please find attached a current consolidated version of the **Frequently Asked Questions (FAQ)**.

Infosys are further considering the drafted clauses and amendments proposed by the FSU. Infosys will endeavour to respond separately to these by close of business today.

Kind regards

Wayne Howard

Human Resources Director

Client Solutions

Human Resources & Organisational Change Management (HROCM)

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From: Cousner, Alex [REDACTED]

Sent: Tuesday, 9 June 2026 4:30 PM

To: Wayne Howard [REDACTED]

Cc: McPherson, Nicole [REDACTED]; Blackmore, Paul

[REDACTED]

Subject: Urgent correspondence regarding proposed employment agreements dated 9 June 2026

Importance: High

[EXTERNAL EMAIL**] Please verify sender address and exercise caution before clicking on any link.**

Dear Mr Howard,

Please see attached urgent correspondence.

Regards,



Alex Cousner (He/They) | Industrial Manager
Finance Sector Union of Australia | GPO Box 9893, Melbourne VIC 3001
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0491 469 961 Brisbane, QLD

The Finance Sector Union respectfully acknowledges the Traditional Owners of the land on which we live and work, and pay respect to the First Nations Peoples and their Elders, past, present and future. The Finance Sector Union supports the call of First Nations peoples for a Voice to Parliament to be enshrined in the Constitution.

Equality, inclusivity and accessibility are union values.

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