

FAs Resist Bank Blackmail Threats

It seems that many FAs like many staff have made it clear that they are not going to sign the new contracts of employment because of, in many cases, the cack-handed attempt by the Bank to try and blackmail them into signing.

It is the case that the Bank says that FAs shouldn't be coerced into accepting the new contracts but by providing Line Managers with details of those that have not signed it is providing them with the means by which to undertake the coercion. We recently heard from a member working in a Branch where the Line Manager had put the names of everyone who has received a contract on the white board. The next step will be to start ticking off those that have signed their contracts of employment. Our advice to members is:

- **Don't sign the new contracts of employment.**
- **If you don't want to discuss the contract with your Line Manager then you are not obliged to do so. Make that clear and if you need us to deal with your manager we will.**
- **If your Line Manager gives you any information that contradicts the information we have provided, ask for it in writing and contact LTU immediately.**
- **Don't forget to ask for a copy of your contract and don't accept any charges for seeing a copy. Remember you have a legal right to a copy of your contract of employment.**
- **If you need our support please call us. We will give every support to members in offices where there are abusive management practices.**
- **Individual line managers who attempt to intimidate members are going to find themselves challenged individually. The vast majority of managers will not do anything of the sort: the few who may, have been warned!**
- **We will make sure customers visiting branches know exactly what has gone on in those individual**

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branches. Names will be named.

Our advice to members is not to sign the new contract, irrespective of the new harmonised terms and conditions, for two reasons:

First, this is an oppressive contract designed to allow the Bank to do more or less anything it wants at any time, which would override employee rights that most of us take for granted. The changes to working hours, which may not affect FAs now but could do so in future, are just the obvious and immediate threat, but there will undoubtedly be others.

Secondly, our negotiations with the Bank were never going to change the Bank's main core proposals: on pensions and working hours, because the Bank clearly had no intention of moving unless forced by staff to do so. The Bank will have to return to the negotiating table and negotiate seriously on pensions and working hours only if, as they say they will, most members refuse to sign.

Members with any questions or if you want to report cases of coercion should contact the Union's Bedford Office on 01234 262868.

Pension Restrictions

In Clause 10, which is set out opposite, the Bank reserves the right to amend or terminate the current Lloyds Banking Group Pension Schemes. LTU's legal advisers pointed out that in the case of the Lloyds TSB No 1 Pension Scheme (applicable to Lloyds Bank and C&G heritage staff) there is no such right and members who sign this contract risk giving the Bank the power to terminate the No 1 Pension Scheme. The Bank has now said in a recent Q&A to staff "Your acceptance of this clause does not give the Bank additional rights to terminate or amend the pension scheme." If that's the case and the clause itself is meaningless, then why include it in the contract in the first place? The Bank could use the fact that staff have signed the new contracts of employment as a Trojan Horse to override the prohibition which stops it being able to close the No 1 Scheme whenever it so chooses.

The Most Dangerous Clause In The Contract

Without a doubt the most worrying clause in your new contract is Clause 23 because it gives the Bank the power to do whatever it wants to your terms and conditions of employment. In a recent Q&A the Bank says that: "the clause enables the Group to make changes to its terms, if necessary, in order to comply with its statutory obligations..."

The Bank's response is misleading: Clause 23 is not limited to changes to terms and conditions that are "necessary" but goes way beyond that. A recent legal case involving ASDA workers showed how far reaching such clauses can be. In that case, ASDA wanted to create a set of harmonised terms for its entire staff. 9,000 transferred voluntarily but 8,500 were transferred involuntarily on to the new terms and conditions. ASDA justified its actions by relying on a provision in the Staff Handbook, which is almost exactly the same as Clause 23 in the new LBG contracts of employment. ASDA won and 8,500 staff lost out. The Employment Appeal Tribunal said "Our conclusion is that the wording of the (clause) is clear...showing that ASDA was entitled to review and to change the contracts of employment without obtaining prior consent". What we find shocking is not that the Bank would try and introduce an ASDA style clause, many employers are trying, it is that the other Unions, Unite and Accord, agreed to the new contract of employment knowing that it contained a clause which would put their members terms and conditions at serious risk. In LTSB, staff can reject Clause 23 but in HBOS, because of the collective agreement between Accord, Unite and the Bank, they don't have that choice.

The Danger

Clause 7: "Your working time to time but any changes you wish to make to your working time discussed with you and only taking into account any changes you consider"

Clause 10 (Concerning Pension and all other company benefits): Lloyds Banking Group, reserves the right to terminate Your Scheme in order to comply with its terms (without offering alternatives)

Clause 23: "The Company may make amendments to any of the terms and conditions of employment in order to meet the needs of the business... Any amendments shall be notified to you either in writing or by other form of communication at least one month of the change. In the event of a conflict between these policies, the terms of the contract and this contract of employment shall prevail"

er Clauses

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Read The Small Print

The Bank is trying to convince staff that their working hours and patterns of work are not going to change. In a note issued last week the Bank said that:

"Individual working patterns will not change as a *direct result of the harmonised terms and conditions*".

However, the Bank again is misleading staff. We've never said the Bank would change hours immediately but change they will. The Bank's wording in the contract is far more dangerous because it removes your existing working hours rights and hours of work and in future and work patterns would be at the complete and utter discretion of the Bank.

The Bank's briefing then proceeds to insist that **"We need to build flexibility into our (i.e. your) contracts in order to meet customer demand"** and that **"Flexible working patterns ... are a vital element in providing great customer service"**.

That should tell anyone except the utterly naive or biased what this is all about.

Whether a change to working patterns is either convenient or practicable for staff who need to combine work and family responsibilities is likely to be irrelevant for those who sign the new contracts of employment.

The Bank has sought to reassure staff that their concerns will be taken into account before any decisions are made. **However, that process will be a charade because the Bank would be able to change hours of work and there would be nothing staff could do because they had signed the new contract. Furthermore, according to the new contract the Bank reserves the right to make you work hours in excess of your contracted hours with little notice and no guarantee that you will be paid overtime.**

Don't Sign New Contracts

LTU's refusal to sign a collective agreement with the Bank means that Lloyds TSB Staff have a right to choose whether or not to accept the new Terms and Conditions or remain on their existing Contracts of Employment.

LTU's recommendation is that staff reject the Bank's attempt to blackmail and bully them into accepting the new Contracts. By doing so, members will be adding strength to LTU's campaign to maximise pressure upon the Bank to abandon its £1.1 billion cut to staff Pensions Entitlements and our campaign to protect staff from being forced to change their working hours against their will.

A further Newsletter for FAs will be published early next week. Members needing more advice should phone LTU's Advice Team on 01234 262868.

Mark V Brown
General Secretary

To join call 01234 262868... today!

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Membership Application

LTU, St John's Terrace, 3-7 Amphill Street, Bedford MK42 9EY Tel 01234 262868 Fax 01234 262821 www.ltu.co.uk 24hours@ltu.co.uk

Title

Surname

Forename(s)

Home address

Postcode

Date of birth

Payroll number

Branch/Office/Dept

Location code

Home telephone

Work telephone

Personal Email address

Work Email address

Job title

Pay band / level

Date of joining group

Vassar Smith Fund

The Vassar Smith Fund is a registered charity which provides support and financial assistance to current, retired and former members of staff and their dependants.

If you would like to contribute to the Fund tick this box to make a monthly contribution of 10p or, if you would like to donate more simply write the amount you would like us to add to your subscription in the same box.

Subscription Category... 2010

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To: The Manager

Address Bank or Building Society

Postcode

2. Name(s) of account holder(s)

3. Branch sort code

Originator's Identification Number



4. Bank or Building Society Account Number

5. Lloyds TSB Group Union reference no.

6. Instructions to your Bank or Building Society. Please pay Lloyds TSB Group Union Direct Debits from the account detailed on this instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this instruction may remain with Lloyds TSB Group Union and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

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To join call 01234 262868... today!