

18th February 2011

BRISTOL & SOUTH MIDLANDS

# LTU's Working Hours Ballot

Following the one-to-one discussions with their Line Managers staff in the pilot branches have started to ask some detailed questions about how the pilot is going to affect them both now and, more importantly, in the future. Some of the most common questions we have received from members together with our responses are detailed overleaf.

**Members have also quite rightly asked when they can expect to receive the Union's industrial action ballot papers. As we said in the last Newsletter the law on industrial action ballots is very complicated.**

A leading employment lawyer famously described the law on trade union ballots on industrial action as "a minefield shrouded in fog" and the analogy was perfect when you consider what needs to be done. Seeing where you are going and avoiding trouble is hard and this has created fertile ground for lawyers.

**The fact is that the law was designed deliberately to make it difficult to begin industrial action even where it is supported by a clear majority of a workforce. Virtually every possible obstacle that could be put in the way, without breaching international conventions, has been so that employers are easily able to launch legal complaints to slow down or stop action even without much legal justification.**

For that reason it's essential that any LTU ballot with an industrial action option is carried out very carefully indeed. And that is what we are doing at the moment. We are in the process of confirming work details and job titles which are

essential before the ballot can go out to members. Members who have received letters from the Union requesting that information should return them back immediately if they have not already done so.

According to the Bank no changes to working hours or patterns of work have been confirmed at this stage. Line Managers will have further one-to-one meetings with staff starting from next week to confirm possible changes to working hours. If the Bank doesn't succeed in persuading the required number of staff to mutually agree to change their working patterns then it has said it reserves the right to impose them on staff with at least one month's notice. So staff may not get the hours they wanted and the Bank could insist on them working hours they did not opt for and in another branch.

## Advice To Members

Members, regardless of contractual position, still have an opportunity to set out their reasons for not wanting to change their working hours or patterns of work and can also make it clear that they are not going to be in a position to mutually agree to any changes in their working hours or patterns of work.

Members with any questions on this Newsletter can contact the Union's Advice Team on 01234 262868 or they can email us at 24hours@ltu.co.uk.

**Mark V Brown**  
General Secretary

To join call 01234 262868... today!

## Questions & Answers

Members need to understand that at this stage no decisions have been made to change working hours or patterns of work. Completed one-to-one forms must be completed and returned to your Line Manager by the 22nd February. Following a review at regional level, Line Managers will then have further one-to-one meetings with staff to discuss the outcome of that review but even at that stage nothing is set in stone until members of staff agree to change their working patterns or hours of work. We've been deluged with calls from members in the pilot branches and those questions with our responses are set out below.

### **If I choose not to change my hours or patterns of work will I be moved to another branch?**

That is a distinct possibility especially if you are in a branch which is opening earlier and closing later. In fact, even if you agree to change your hours or patterns of work the Bank could still insist on trying to move you to another branch. You might have said that you would be prepared to work late two evenings a week but your branch doesn't need anymore staff to work those hours but another branch in your Local Director Group does. In those circumstances, the Bank might seek to move you to that branch to cover those hours. So some staff could find themselves working at may be two or three branches. They would start of at branch A in the morning, branch B in the afternoon and branch C in the evening. Not quite split shifts but certainly split branches.

However, if the Bank asks you to move to another branch then LTU has negotiated clear guidelines with the Bank to protect those staff for whom transfers between branches are going to cause difficulties.

### **Would LTU be balloting on industrial action if you had not received the now infamous letter from the Bank?**

The honest answer is no we would not have been in this position had we not received the letter from the Bank threatening us with legal action. To remind you the letter said **"What you seem to be attempting is to induce staff to refuse to work in accordance with their contracts of employment and / or to refuse to comply with reasonable and lawful requests. Your actions in this respect potentially amount to organising unofficial industrial action, which would render your union liable to a claim in damages from the Bank should we be so minded"**.

Once we received that letter from the Bank then an industrial action ballot was all but inevitable. LTU are not going to be **intimidated from protecting the interests and contractual rights of our members by the threat of legal action.**

### **We've been told that if we work until 6 p.m. we'll be able to go home straightaway. Is that right?**

Don't be fooled by the propaganda. If you choose to work until 6 p.m. then issues like cash differences are still going to be a problem whatever time the branch closes. The work will still need to be done and you'll end up doing all the things you do now but later. Some staff have said that they already work until 6 p.m anyway and they might as well get paid for the extra hour. Well in future staff could be paid to work until 6 p.m. but actually end up working until 7 p.m. Those staff working in branches until 8 p.m. could actually end up leaving the branch at 9 p.m. That might be all right in the winter months but may well not be that desirable in the summer. But once you're in, you're in and seeking to go back to your previous working patterns could prove impossible.

### **I'm currently a PBM. I've been told by my Line Manager that rather than doing telemarketing in my own time, I could change my hours, work later and get paid for doing the telemarketing. Is that right?**

That presupposes that those branches that are open late in evenings are devoid of customers. If that happens then this project will have been an expensive waste of time. The fact is the branches will be open and sellers will be expected to see customers and not sit around making appointments. The Bank will still expect appointments to be made but in the evenings when sellers are not officially working late. So the Bank will still expect you to do telemarketing but in your own time.

### **If I agree to change my pattern of work will I get a pay increases in April?**

If you've not signed the new contract of employment then the Bank has said you will not get a pay increase in April. In fact, not only will you not get a pay increase but you will not get the opportunity to discuss that decision with your Line Manager because it's already been decided centrally.

So your Line Manager will be able to talk to you about changing your hours or patterns of work, because it suits

the Bank, but he/she will not be in a position to talk to you about pay increases and salary progression. Many staff have already told the Union that if the Bank is not prepared to give them a salary increase in April, at a time when the cost of living is rising every month, then they will not be prepared to change their hours or patterns of work.

### **I've said that I would be prepared to change my hours of work but I've changed my mind. Can I do that?**

Yes you can change your mind. You have not agreed to anything at this stage. The Bank makes it clear on the one-to-one form that "Managers must NOT confirm changes to colleagues working patterns". What is important are your contracted hours. However, what you need to understand is that there is such a thing as custom and practice and the fact that you have worked flexible hours, even though you are on a fixed contract now, could result in those hours being deemed to be your contracted hours in future. In such circumstances you may not be able to rely on your contract of employment. Also, think about the fact that once you have agreed to change your working hours or patterns of work then it may prove difficult to change those hours or go back to your original hours at a later date.

## **Mobility Threat For Pilot Staff**

When the Bank announces its resourcing model for the pilot branches the likelihood is that a number of staff will be required to move branches. Whilst individual cases will be dealt with on their own merits, the circumstances that may justify an individual successfully arguing that they cannot be expected to transfer to another branch, regardless of whether they are covered by the new Group Mobility Policy or the Lloyds TSB heritage policy for those who did not sign the new contracts of employment, might include:

- **Distance from Home.** As a general guide, any move that would require a travel distance of beyond 25 miles from home will be considered unreasonable. Any transfer beyond this distance can typically be declined.
- **Duration of Journey.** As a general guide, a transfer will only be considered reasonable if it takes less than 1 hour 15 minutes to complete from home to work. A longer journey time would typically provide grounds to refuse a transfer.
- **Availability of Public Transport.** You are not obliged to either own a car or use it to get to and from work (other than where you have been provided with a Bank Car). Determining the maximum journey time is therefore normally based on travelling from door to door by public transport. However, where you currently use a car to travel to and from work, your manager will be entitled to 'presume' that you will continue to do so, unless you are able to show that it is no longer suitable.
- **Childcare Arrangements.** Any transfer must take full account of any childcare arrangements that you may have. So if the move would mean you could no longer continue to use the same nursery, or continue to accompany your children to or from school, then you may have grounds to refuse the transfer.
- **Other Personal Circumstances.** In a similar way to childcare arrangements, if you have other regular domestic commitments that you would be unable to continue as the result of a transfer, then these must also be taken into account. Such circumstances might include the need to visit a dependant relative on a regular basis.
- **Cost of Journey.** Whilst the limitations on journey time and distance will limit the additional cost of many journeys, there may be occasions where a different or longer journey may lead to a significant increase in costs. In these circumstances, such an increase might provide grounds to negotiate a pay rise or temporary travel allowance (paid for a maximum of 12 months) to cover the extra cost, or if the increase is sufficiently large then decline the move altogether. Under the new Group policy travel cost allowances are payable where staff incur additional travel costs as a result of moving branches and the required journey increases by at least 30 minutes or 10 miles.

Following your next one-to-one meeting, if your Line Manager asks you to move to another branch either because you are not being flexible or the hours you are prepared to work best fit another branch and you don't want to move then you must contact the Union's Bedford Office on 01234 262868 immediately.