

Condition	Adelaide Bank 2005	Bendigo Bank 2008 - 2011
Award protection	Award applies	Excludes all other instruments. Agreement content only applies
Agreement status	Union (ASU) Agreement	New three-year non-Union <i>Work Choices</i> agreement
Non-agreement benefits	<p>No provision to agree on reduced pay in exchange for conditions</p> <p>Salary sacrifice available subject to 'no disadvantage' and other conditions</p>	<p>Can agree on rate of pay below agreement rate in exchange for the provision of employment benefits – eg. salary sacrifice</p> <p>However, there are no limits to what this could apply to – ie, not limited to salary sacrifice</p> <p>No protections built in – eg. protection from potential pressure to reach 'agreement'</p>
Possible reductions in range of conditions	Agreement and Award specify conditions	<p>Agreement specifically states that any reductions in entitlements are covered by other benefits in the Agreement. Reductions may include:</p> <ul style="list-style-type: none"> • Overtime payments • Meal breaks and rest intervals (Bendigo has longer intervals) • Annual leave loading • Bonus payments • Meal allowance • Uniform allowance • Payment for work on Public Holiday
Consultation	<p>Commitment to consult under auspices of EB committee</p> <p>Bank accepts and acknowledges rights of employees to belong to ASU and to be represented by Union representatives</p>	<p>No commitment to consultation (nor mention of it)</p> <p>No role for EB committee</p> <p>No role for Union representatives</p> <p>No recognition of rights to Union representation</p>

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Part-time	<p>(Refer to Rostered Key Time provisions below)</p> <p>Part-time is defined as minimum number of hours less than 38 hours per week as per contract of employment</p> <p>Can be required to work additional ordinary hours with 24 hours notice. Hours above 32 hours only by mutual agreement</p>	<p>Minimum of 3 hours per day</p> <p>Maximum of 10 hours per day</p> <p>Can work any number of hours up to 76 hours per two week cycle</p> <p>No overtime rates for Saturday unless exceeded 76 hours in two week cycle</p> <p>Can forfeit payment for public holidays, annual leave, and personal leave in exchange for 20% loading (can still be directed to take leave – but unpaid).</p> <p>Maximum of one (1) paid hour only per fortnight to attend meetings/training (clause 6.6)</p> <p>Can be required to attend meetings outside rostered hours. Penalty rate of 1.5 paid if less than 48 hours notice.</p>

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Rostered Key Time (RKT)	<p>76 hours all at 8.5% loading</p> <p>Saturday penalties apply</p> <ul style="list-style-type: none"> • 50% 9am -12pm • 100% 12pm -6pm <p>Sunday penalties</p> <ul style="list-style-type: none"> • 100% all day <p>Annual, sick and personal leave all pro-rata</p> <p>Hourly rate: \$21.99</p> <p>Minimum hours set in contract of 15 hours RKT</p>	<p>76 hours up to 10 hours per day at ordinary time</p> <p>No Saturday loading unless short notice or over 76 hours</p> <p>Sunday penalty 100% (double time)</p> <p>Annual, sick and personal leave pro rata or 20% loading.</p> <p>Hourly rate \$17.43 or \$20.91 with 20% loading.</p> <p>No minimum hours</p>
Job Share		<p>If an employee's job share agreement ends through their job share partner resigning, being dismissed, or ending the arrangement then the employer can terminate the employee's employment – with no redundancy entitlement</p>

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Span of ordinary hours	<p>Loans Support, Loan Servicing, New Loans Interstate, Credit Assessment and Valuation, Credit Control, New Loans SA, New Relationship, Call Centre (Adelaide Direct)</p> <p>7:30am to 8:30pm Monday - Friday</p> <p>8am to 12pm Saturday (50% loading)</p> <p>7am to 6pm Sunday (voluntary - 100% loading)</p> <p>All other areas of Bank</p> <p>8am to 6pm Monday to Friday</p> <p>8:30am to 12pm Saturday (50% loading)</p>	<p>7am to 9pm Monday to Friday (under 10 hours)</p> <p>7am to 12:30pm on Saturday</p> <p>While the agreement says in one place that ordinary hours can be varied by agreement in writing, it also says the Bank can require a change with 4 weeks notice</p> <p>As well the agreement says that “the actual days and times when you work your ordinary hours will be set by the Bank ...” (clause 11.4)</p>
Penalties (non-shift)	<p>50% loading for Saturday mornings - 8:30am to 12 noon.</p> <p>40% loading for processing areas staff for hours between 8:30pm and 11pm</p> <p>Double time for all hours worked on Sunday</p> <p>For all hours worked outside of span of ordinary hours (see above) - time and half for first three hours and double time after thereafter</p>	<p>Before 7am (except Sundays and public holidays) Time and a half for first 3.5 hours, double time after (for hours worked in two week cycle).</p> <p>After 9pm Monday to Friday – 25% loading</p> <p>Between 12:30pm and 6pm Saturday – 50% (ie time and a half)</p> <p>After 6pm Saturday – 100% (i.e. double time)</p>

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Overtime	<p>Conditions on requirement to work overtime:</p> <ul style="list-style-type: none"> • Calls for volunteers in first instance • Exemption for extremely difficult circumstances <p>All hours worked outside span of hours (7:30am to 8:30pm Monday - Friday) paid at overtime rates, i.e. time and half for first 3 hours on any day and then double time</p> <p>All hours in excess of 76 hours per fortnight – time and half first 3 hours, then double time.</p> <p>Saturday overtime – time and a half before noon, double after noon all hours.</p>	<p>Bank can require employees to work overtime</p> <p>a) More than 10 hours worked between 7am and after 9pm</p> <p style="padding-left: 40px;">Time and a half after first 3.5 hours then double time (only within two week cycle Monday – Saturday)</p> <p>b) More than 76 hours per two week cycle Monday – Saturday</p> <p style="padding-left: 40px;">Time and a half after first 3.5 hours then double time (only within two week cycle Monday – Saturday)</p> <p>c) Saturdays</p> <p style="padding-left: 40px;">Full-timers can be required to work every second Saturday. Overtime paid only if 76 hours worked in two week cycle (Monday - Saturday)</p> <p style="padding-left: 40px;">If working every Saturday then paid at time and a half.</p> <p style="padding-left: 40px;">Double time for second Saturday if full-time and work two Saturdays in two week cycle.</p> <p style="padding-left: 40px;">TOIL at single rates (except public holiday)</p>

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Wage/ Grade structure	<p>Six levels with two increments each</p> <p>Level 1 \$36,553 \$37,615</p> <p>Level 2 \$38,125 \$39,143</p> <p>Level 3 \$40,152 \$41,204</p> <p>Level 4 \$42,234 \$44,309</p> <p>Level 5 \$45,317 \$47,396</p> <p>Level 6 \$48,417 \$50,452</p>	<p>4 Grades. Minimum and maximum shown</p> <p>Grade 1 \$31,146 \$34,398</p> <p>Grade 2 \$33,879 \$37,333</p> <p>Grade 3 \$34,435 \$43,192</p> <p>Grade 4 \$37,926 \$50,875</p>
Casuals		Casuals: \$21.79, no penalties, annual leave, annual leave loading
Days and hours worked		<p>Actual days and times worked will be set by the Bank</p> <p>Bank can require change to hours of work (including number of ordinary hours) at any time with four weeks notice</p>
Shift Work	Shift Work conditions contained in agreement and Award.	<p>No shift work conditions in Bendigo agreement</p> <p>Bank can require employees to work shift work, including 12 hour shifts.</p>
Frequency of pays	Fortnightly (clause 21)	Bank can change to weekly fortnightly or monthly. (Clause 4.3)

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Redundancy	<p>Commitment to achieve reductions through natural attrition.</p> <p>Bank required to call for volunteers</p> <p>Mandated consideration timeframes</p> <p>Entitlement</p> <ul style="list-style-type: none"> • 6 weeks written notice (or paid out if not worked) • 7 weeks pay for first year • 3 weeks pay for every subsequent year • Maximum 90 weeks pay 	<p>Bank not required to call for volunteers - Bank's sole discretion. No process required to select redundant employees</p> <p>No mandated timeframes – Bank's discretion</p> <p>Entitlement</p> <ul style="list-style-type: none"> • 4 weeks notice – but not paid out if not worked • 8 weeks for first year • 2 or 3 weeks pay for most subsequent years • Maximum 94 weeks for 29 years or more service <p>Agreement says that if an employee's hours have been reduced or the employee has been relocated than redundancy provisions do not apply</p>
Staff Transfers / Change of work location and hours	<p>Recognition of disruption and potential stress to employees</p> <p>By expression of interest</p> <p>Consultation required</p> <p>Take personal circumstances and objections into account</p>	<p>Bank may require long term change in hours and location with four weeks notice (clause 18.9)</p> <p>Can be transferred to another position, Branch, location within "reasonable travel time" – reasonable travel time not defined.</p> <p>No conditions (e.g. consultation) on short-term relocations</p> <p>No protections from repeated short-term relocations</p> <p>Hours</p> <p>Bank can change hours of work for short term (up to three months)</p> <p>Little protection, e.g. no consultation required</p> <p>No limit on repeated changes</p> <p>No limits / restrictions on changes</p> <p>No entitlement to redundancy when Bank makes changes to hours or location</p>

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Termination of employment – Notice Periods	Two weeks notice required	<p>Between 1- 4 weeks required depending on length of service. Cannot take leave during notice period (unless with medical certificate)</p> <p>If notice period is not worked the Bank can deduct value of unworked notice period from monies it owes employee</p> <p>If leave is pre-approved for notice period the Bank can, at its sole and absolute discretion, extend the notice period</p>
Sick Leave	12 days per year	10 days per year
Maternity Leave	6 weeks paid maternity leave	12 weeks paid maternity leave
Unpaid Leave		Bank can direct employees to take unpaid leave during shutdown or partial shutdown. Annual leave in advance at Bank's "sole and absolute discretion"
Special Purpose Leave		<p>Leave available for study, travel, work experience, or caring for a family member</p> <p>However, the Bank does not have to re-employ employees after leave, (ie "not obliged to find you a position") if you take 12 months leave with pay. No entitlement to redundancy if not re-employed</p>
Meal Breaks – Rest Intervals	5 hours	5.5 hours
Public Holidays	Entitlement to public holidays protected under the Award	<p>Bank can request employees to work on Public Holidays</p> <p>Employees can only refuse request "where you have reasonable grounds"</p> <p>Bank will decide what is reasonable (Clause 19.7)</p> <p>If refusal to work public holiday is not reasonable "you will be required to work the public holiday"</p>

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Policies	No requirement on policies or procedures	Compliance required with policies and procedures as varied by the Bank. No consultation or agreement required Banks policies referred to in the agreement <ul style="list-style-type: none"> ▪ Flexible Working Options Guidelines ▪ Bank's ESS leave process re time off in lieu ▪ Relocation Policy – re Bank support for Bank initiated relocations
Workplace Reps Union Training	25 days paid leave per year for ASU Workplace Reps	No Trade Union training leave
Dispute Settlement	Entitlement to representation and assistance, including from Union, at any stage. Access to Australian Industrial Relations Commission for assistance in resolving disputes.	No provision for any assistance, support or representation during internal dispute process. “You may appoint someone to represent you or act as your support person during the arbitration process ” – ie only after completion of the three internal stages – ie line manager, HR, independent mediator Arbitration is through agreed arbitrator – not Australian Industrial Relations Commission unless parties agree.