

## **Resolution to collective issue on breaches of agreements as agreed between Fujitsu Services and UNITE, August 2016.**

The company proposals below will become an agreement as soon as signed by both parties. If agreed, both parties will implement all points within two months of this agreement unless stated otherwise.

In accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, part IV, Chapter I, Paragraph 179, the parties agree that sections A, D and E of this agreement are intended to be a legally enforceable part of the contract between the Company and its Employees in the Manchester bargaining unit. It is not the parties' intent for any other parts of this agreement to be legally enforceable, but it is the intention of both parties to honour it in full.

### **A. Living Wage**

1. All employees in the Manchester Bargaining Unit who were paid less than £8.25 an hour on 1<sup>st</sup> November 2015 will have their salary increased to that level and backdated. This will be paid in the payroll no later than eight weeks after the signing of this agreement.
2. The minimum salary for the bargaining unit increased to £8.25 from 1<sup>st</sup> November 2015.
3. The pay pot for the 2016 pay review will be recalculated based on the corrected salaries.
4. The corrections referenced in points 1-3 will include any employees who have left the company or the bargaining unit since that date.

### **B Offshoring & associated manager education**

5. The company and UNITE will jointly carry out an education exercise to ensure that all managers of employees in the bargaining unit, and HR, understand the existing agreements, including escalation routes. This will include a reminder that the company must consult UNITE prior to any decision affecting one or more employees in the Manchester bargaining unit to move any work to another location, whether in the UK or elsewhere. UNITE and the company will agree the content and delivery of the training, to take place within two months.
6. The company and UNITE will jointly carry out some specific detailed training for JWG members to ensure they understand and can comply with their responsibilities. UNITE and the company will agree the content and delivery of the training.
7. Any offshoring activities that have commenced without consultation which affect employees in the bargaining unit will be put on hold pending consultation. The company will start consultation over the proposal to transfer the operational support of the IPF Solution to the Russian Global Delivery Centre. This consultation will include discussion of the out of hours payment arrangements in the team. Dan Marsden has made contact with Malc Siddall who has ensured that any work in this area being delivered offshore is stopped pending consultation with Unite.
8. The company and UNITE will agree a date for a meeting including Stephen Hammond, Vicky Murtagh, Malc Siddall and Michael Stuart to take place to ensure a consistent understanding of consultation requirements in relation to offshoring and to agree how to ensure the JWG gets updates. Content for the meeting will be jointly agreed within two weeks, and the meeting will take place within a further four weeks.

### **C PHI/income protection**

9. The Company understands UNITE's concerns around the coupling of the PHI issues (specifically the proposed changes to PHI for new starters vs. the PHI bridging insurance planned to be offered from November 2016 via Your Choices). The Company accepts that this could have been made clearer at the time that PHI was raised as a collective issue. The Company is confident that this can be resolved by the timelines for implementation date of 1<sup>st</sup> November 2016.
10. The parties will proceed to hear the collective issue over the proposed changes to PHI. The parties will agree appropriate attendees to ensure the relevant expertise and authority is available from both sides. Dates for stage 1 have been offered and dates for stage 2 and 3 will be agreed in advance in case they are required. This will ensure that the hearing of the collective issue is concluded before the proposed implementation of the changes in November 2016.

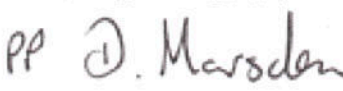
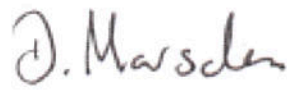
**D Pre-moderation of PACs**

11. A confirmation email was sent on 21<sup>st</sup> July to all employees in the Manchester Bargaining Unit to inform them that their final 2015/16 PAC ratings are available on Your HR. Any challenges to PAC ratings should be raised in line with the agreed process per the Manchester Pay and Benefits Agreement 2015.
12. If any individuals' 2015/16 PACs are changed as a result of challenges, their pay will be adjusted accordingly with effect from 1<sup>st</sup> August 2016. Their bonuses and any other affected remuneration will also be corrected.
13. The proposed amendments to the relevant section of the Manchester Pay and Benefits Agreement for 2016 that both UNITE and Fujitsu have jointly worked through accurately reflect the performance management process moving forward.

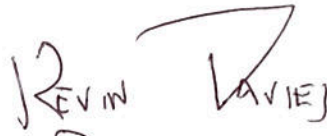


**E Ex-apprentices' pay rise**

14. The company has confirmed in writing to the two individuals previously referenced that their increased and backdated salary, which will be paid as soon as possible. The increases are in line with the figures provided by UNITE.
15. The pay pot for the 2016 pay review will be recalculated based on the increased salaries.

**Signatures**

Names:	MIKE SMIT	DANIEL MARSDEN
Signatures:	PP 	
Dates:	5/8/2016	5/8/2016

On behalf of Fujitsu Services Limited

Names:	IAN ALLISON	
Signatures:		
Dates:	9/8/16	9/8/16

On behalf of Unite the Union