

Fujitsu offer to Unite to resolve the Fujitsu Manchester dispute, 19/01/2017

This offer is put forward on the understanding that Unite Representatives will recommend it to members in full. The offer is valid only if Unite immediately suspends industrial action pending a vote on it by members. Unite will attempt to contact employees to inform them that the action is suspended, but the company will take no action against any individuals who take industrial action without knowing it has been suspended.

If the offer is accepted and Unite ends the current industrial action:

1. A 2016 pay review will be implemented as follows -

- a. The November 2016 Living Wage figure of £8.45 per hour to be applied and backdated to November 1st 2016 outside of the pay pot, and,
- b. A 1.5% pay budget, calculated from a minimum £8.45 per hour baseline, spent entirely on a percentage Cost of Living increase with a £350 minimum increase. We estimate that this will result in a pay rise of at least approximately 1.42% for all employees, and,
- c. The Rise+ population will then be brought up to their new lower comparator.

An updated MPABA offer for 2016 will be updated promptly based on the Stage Three offer of 7th July 2016 and amended per the points above. The updated MPABA offer will be prepared by 2nd February 2017 at the latest and before if possible. This will be implemented effective from and backdated to August 1st 2016. Any employee leaving Fujitsu between 1st August 2016 and implementation will receive a backdated increase as appropriate and any severance payment will be based on their updated salary.

A post-review snapshot of the implementation as per Appendix 4 of the MPABA will be shared with Unite within two weeks of implementation.

2. Throughout the course of the Agenda 2020 collective consultation process, any enhanced minimum severance package that is agreed outside of the Manchester Bargaining Unit will also be offered to Unite for the Manchester Bargaining Unit.

3. To resolve the collective issue in relation to Lynne Hodge's job:

- a. If Lynne is aware of any potential roles that she would like to do, she should email Ian Howarth copying Sarah Wadsworth and Ian Allinson. Fujitsu will explore alternative roles with Lynne and will be supportive of options that are viable for both parties.
- b. A meeting facilitated by Sarah Wadsworth and Ian Allinson with appropriate parties to be agreed will take place with the aim of agreeing organisational alignment, workload, communication, control channels, etc. The meeting will be about the future, not restricted to discussions of the status quo.
- c. The company will agree objectives with Lynne within four weeks of her role being clarified or of a new role being identified and Lynne moving into that role.

- d. As appropriate following the facilitated discussion described above, the company will arrange external mediation for Lynne and the people identified privately
- e. Sarah Wadsworth will act as a senior business point of contact for Lynne to contact for escalations. A business contact will also be agreed via Sarah if Lynne wishes.
- f. Lynne's PAC for 2016-17 will be "NS"
- g. For a twelve month period Lynne will not be subject to disciplinary procedures in connection with skills or performance capability issues
- h. For a twelve month period, if Lynne is in scope of a job reduction situation, the Company will agree with Lynne as part of the consultation process whether the proposed selection criteria are appropriate to Lynne's circumstances
- i. The Company will work with Lynne to agree a training and development plan
- j. The Company will be supportive of any relevant training or development request to enable Lynne to perform and develop in her role

4. John Vickerman and Sharon Hutchinson (and others as appropriate) will meet to discuss reward and equality. A meeting will be arranged by 2nd February 2017 to take place no later than the end of March 2017.

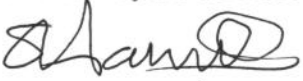
Employees will suffer no recrimination or detriment for participation in industrial action and/or Unite's campaign beyond deduction of pay for any days they have been on strike. Other than for strike days taken, no other deductions will be made after this agreement.


The company will ensure that non-completion of time recording and time forecasting do not directly or indirectly influence appraisals, bonuses or redundancy selection. Where employees participating in action have separately recorded their time, Unite will encourage them to discuss with their managers whether relevant systems (e.g. SST) will be updated retrospectively.

In accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, part IV, Chapter I, Paragraph 179, the parties agree that with the exception of points 3 and 4 this agreement is intended to be a legally enforceable part of the contract between the Company and its Employees. It is the parties' intention to honour points 3 and 4 in full.

The effective date of this agreement is when it has been signed by both parties

Signed on behalf of Fujitsu Services Limited:

Signature: 
 Name: STEVEN HAMMOND
 Date: 19/1/17


 JOHN VICKERMAN
 19.1.17

Signed on behalf of ACAS:

Signature: 

Name: B Sykes.

Date: 19/1/17.

Signed on behalf of Unite the Union (if accepted by members):

Signature: 

Name: KEVIN DAVIES

Date: 2/2/17

