

Agreement between HSBC Bank plc and Unifi
on the Management of Change arising from
Global Resourcing

1. Scope and Definitions

This agreement covers all employees of HSBC Bank plc in the United Kingdom together with the Channel Islands and the Isle of Man (hereafter called “the Bank”) who come under the recognition arrangements with Unifi .

For the purposes of this agreement, global resourcing relates exclusively to any UK, Channel Islands and Isle of Man based work which is transferred to an overseas resourcing centre

2. Security of Employment Agreement

This agreement does not replace or supersede the Security of Employment Agreement but builds upon and reinforces its provisions. The Bank and Unifi agree that the Security of Employment Agreement remains the primary document in circumstances where the current or future employment of employees cannot be maintained.

3. Objectives

The Bank and Unifi commit, through this agreement, to the objective of seeking to avoid compulsory redundancies for those whose stated preference is to remain in the employment of the Bank and to agree the measures that will be taken to mitigate the impact of the transfer of UK Bank based work to a Global Resourcing Centre.

4. Provision of Information

Unifi recognises and understands that the Bank will present plans from time to time outlining UK Bank based work that will be transferred to a Global Resourcing Centre.

The Bank will set out its current plans for global resourcing at a National Staffing Review Committee, no later than October annually, for the following two calendar years.

The Bank’s high level plans will be reviewed at the National Staffing Review Committee on a regular basis and at no longer than six-monthly intervals.

Additional National Staffing Review Committees may be arranged from time to time, in the event that there are any substantial changes to the Bank’s plans.

5. Consultation

The Bank will provide up to one month for Unifi's HSBC National Committee to consider the Bank's plans for global resourcing following the National Staffing Review Committee, and to provide feedback and input for the Bank's consideration. During this period, the information provided to Unifi will remain confidential and will not be the subject of any internal or external communication by either party.

In addition, it is agreed that

- (a) At the National SRC, the Bank and Unifi will consider whether there are any business units where it is anticipated that it may not be possible to safeguard the employment of all employees in that business unit, as it relates to those specific jobs being transferred out of the UK.

A further review will be undertaken after a period no longer than six months after the National Staffing Review Committee meeting.

Where it is agreed that there are any business units where there is a reasonable likelihood that compulsory redundancies may occur, the Bank and Unifi will consider how the provisions of this agreement will be applied and whether any further specific measures are required. This could include extending invitations for VER/VR to other employees within the business area from which the jobs are being transferred.

- (b) Where there are specific business areas affected by any new plans for global resourcing, the Bank will arrange for an initial business level Staffing Review Committee, as soon as practicable and wherever possible within two weeks of the National Staffing Review Committee.

The Bank will provide up to two weeks for Unifi's HSBC National Committee to consider the business plans for global resourcing following the last business Staffing Review Committee, and to provide feedback and input for the Bank's consideration. During this period, the information provided to Unifi will remain confidential and will not be the subject of any internal or external communication by either party.

This two week period may run concurrently with the period for Unifi to consider the Bank's overall plans for global resourcing

6. Redeployment Process

(a) Redeployment

In accordance with the Security of Employment Agreement and the objectives of this agreement, the Bank and Unifi agree that the primary method for avoiding any individual leaving the Bank due to compulsory redundancy will be through the use of redeployment into vacancies throughout the Bank in the UK.

There will, therefore, be a minimum period of two weeks in which these individuals will be considered for any vacancy before it is advertised either internally or externally or filled through other means.

(b) Redeployment managers

The Bank will appoint a redeployment manager where there are a substantial number of employees impacted either in a specific business unit or a geographical area

The redeployment manager will normally be based within the location affected. All affected employees will be covered by a redeployment manager.

The redeployment manager will meet with a nominated Unifi representative, on at least a monthly basis, to review progress.

Commencing with the date of any communication to employees, the Redeployment Manager will submit a monthly return that sets out a summary of progress towards redeploying affected individuals. A collated summary from all redeployment managers will be shared with Unifi.

(c) Redeployment Forum

The Bank will also establish a central Redeployment Forum, which will be chaired by a General Manager. The secretary to the forum will be the Head of Employee Relations. The forum will include either the Unifi HSBC National Secretary or the Chair of the Unifi HSBC National Committee.

The Forum will review all aspects of the redeployment process and no member of the forum may be a party to any subsequent Security of Employment Agreement appeals.

Before any individual is issued with formal notice of compulsory redundancy, but who wishes to remain in employment within the Bank, the Redeployment Forum will consider whether all reasonable steps have been taken avoid the issuing of formal notice.

Unifi may make a written submission to the chair of the Redeployment Forum at any time, if it feels that the redeployment process could be improved or if it believes that that redeployment process has not been applied correctly.

7. Applications for Voluntary Early Retirement/Voluntary Redundancy

a) Voluntary early retirement/voluntary redundancy invitation

The Bank and Unifi agree that, in circumstances where it is evident that there will be individuals who wish to remain in the employment of the Bank, but for whom it may not be possible to find a role; applications for voluntary early retirement and/or voluntary redundancy will be invited from employees in the business unit, in accordance with the Security of Employment Agreement.

(b) Pre-notification of redundancy

The Bank and Unifi recognise that the redeployment and voluntary early retirement/redundancy process may not be sufficient to avoid consideration of issuing notices of redundancy.

The Bank will give Unifi four week's advance notice that there are some individuals who will be given a "5 month" letter notifying them of their potential redundancy.

(c) "Knock on" redundancies

When the number of employees in a business unit who may receive notice of compulsory redundancy exceeds 10 and the consultation process has been unsuccessful in identifying roles within the Bank, the matter shall be referred to the Redeployment Forum. The Redeployment Forum will consider extending the invitation for applications for VER/VR to employees in other business units within a reasonable geographical area.

In considering its response, the Redeployment Forum will have due regard to the;

- transferability of skills
- need for retraining
- grade
- impact on the business
- impact on the morale of staff
- likelihood of avoiding involuntary redundancy

8. Lifelong learning

The Bank and Unifi recognise the value of employees increasing their employability.

The Bank agrees that Unifi may nominate a Learning Representative (ULR) in any business location which it is proposing to close.

In addition, a ULR may be nominated for any geographic location where there is a substantial number of employees whose roles are affected by global resourcing.

9. Outplacement

The Bank and Unifi will regularly review the provision of outplacement facilities.

10. Publicity

The Bank recognises that from time to time Unifi will be asked to comment on the Bank's plans for managing the implications of its proposals for global resourcing. Similarly Unifi recognises that from time to time the Bank will be asked to comment on its plans for managing the implications of its proposals for global resourcing.

The Bank and Unifi agree they will refrain from making any adverse remarks about the position of the other party, during the tenure of this agreement.

11. Termination of Agreement

This agreement may be terminated by either the Bank or Unifi, giving not less than 6 months' notice in writing.

Signed for and on behalf of HSBC Bank plc by

Rod Duke
Group General Manager

Len Aspell
Group Head of Employee Relations

Signed for and on behalf of Unifi by

Rob O'Neill
National Secretary

Anne Abbott
Chair of Unifi's HSBC National Committee

Dated 30th January 2004

[unofficial version]