

Readers may note that some information within these documents have been omitted / redacted.

Some information has been omitted / redacted as disclosure may prejudice the commercial interests of Irvine Housing Association trading as Riverside Scotland.

We recognise that the commercial sensitivity of information may decline over time and the harm arising from disclosure may be outweighed by the public interest in openness and transparency. We commit to review the redaction of any such information from time to time.

Some information has been redacted as it contains personal data which identifies an individual. Disclosure of this information would place Irvine Housing Association t/a Riverside Scotland in breach of the Data Protection Act 2018.



## **RECOGNITION AGREEMENT**

**BETWEEN**

**THE RIVERSIDE GROUP**

**AND**

**UNITE THE UNION**

**4 December 2018**

## **Preamble**

Agreement between The Riverside Group (a Registered Social Landlord hereinafter called TRG) and UNITE the Union acting on behalf of the Riverside UNITE members (herein after called UNITE).

## **1. General Principles**

- 1.1 Both parties to this Agreement commit to working together to promote the objectives of Riverside and its employees by fostering the best possible atmosphere of mutual trust and co-operation between Riverside and its employees and to achieve fairness and equality in the treatment of staff. It is understood by both parties that the rights conferred on UNITE by this Agreement complement the existing and continuing rights of TRG to communicate directly with its employees and that all differences shall be resolved in accordance with the procedure outlined in this Agreement.
- 1.2 The parties committed to the development of positive policies to promote equal opportunity in employment regardless of workers' gender, sexual orientation, colour, disability, religion, race, ethnic origin, or age. This principle will apply in respect of recruitment, training, and allocation of work and promotion.
- 1.3 TRG and UNITE have a common objective in ensuring the long-term efficiency and prosperity of TRG for the benefit of employees and customers.
- 1.4 Both parties agree to make every effort, by joint discussion, to resolve any difficulties that may arise and to ensure that this agreement is effective.

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## **2) Recognition and Scope**

- a) UNITE recognises the right and duty of TRG Management:
  - i) to plan, organise and manage the business affairs of the company;
  - ii) to determine the duties and responsibilities of individual employees and to reward them according to these duties and responsibilities, subject to negotiations with UNITE on terms and conditions of employment as defined in section 8;
  - iii) to communicate and consult with all employees in furtherance of the operation of the organisation; and
  - iv) to ensure the well-being and welfare of employees through good employment policies and practices.

- b) TRG recognises the right and duty of UNITE to protect and advance its members' interests through communication, consultation, negotiation and representation and in consequence accords UNITE:
- i) The sole collective bargaining rights for employees (except Directors) within TRG, at Group level within those subsidiaries/divisions where no other recognition agreement exists with other unions. Where there are existing agreements, UNITE will also have recognition and collective bargaining rights, and will endeavour to work with those other unions. Where an individual member is outside the bargaining unit as defined above, UNITE is entitled to represent the individual, if asked to do so within the terms of the agreed Disciplinary or Grievance procedure.
  - ii) The right to represent any individual member of UNITE employed by TRG who invokes the Grievance Procedure, and;
  - iii) The right to represent any individual member of UNITE employed by TRG at any formal meeting that could lead to disciplinary action, including, but not limited to, discussions around conduct, absence and performance.
  - iv) The right to organise and train so that it can better reflect the needs and views of its members.
- c) In negotiations under b(i) above TRG/UNITE Group shall be represented by such members as it may choose, including, when circumstances warrant it, a full-time officer of UNITE.
- d) Representations under b(ii) and b(iii) will be made by an elected accredited representative or by a full-time officer of UNITE.
- e) The organising and training of representatives under b(iv) will be conducted by accredited representatives or by a full-time officer or trainer.

### **3. Membership of UNITE**

- 3.1. TRG recognises the benefits for both TRG and its employees of having UNITE as its recognised trade union and as such will accommodate UNITE in organising in workplaces which are within the scope of this Agreement. All employees will be free to join and remain in membership of UNITE.
- 3.2. TRG will advise new employees of this Agreement and undertakes not to bring any pressure on any employee to refrain from joining the Union or to discriminate against such employees who become members of the Union. TRG will inform UNITE of the names and locations of each new entrant.

3.3. Where TRG holds an induction programme for new employees, UNITE will be entitled to provide a briefing at the induction to explain the role of UNITE in the workplace. TRG agree to make times and venues of all such meetings known to UNITE. Where this information is not available, relevant information on UNITE will be included in information packs sent to new employees with UNITE contact details.

3.4. TRG will keep UNITE informed of starters and leavers on a monthly basis.

#### **4. Facilities**

4.1. TRG recognises that UNITE has the right to exercise its functions within the framework of this agreement. Therefore, in order for UNITE to be able to professionally organise and represent its member's interests, reasonable facilities for representatives will be provided.

4.2. Facilities extended to the union may cover, but will not be limited to, the following:

- Telephone
- Internal mail
- Internal post
- Photocopying
- Desktop publishing
- Meeting facilities
- Lockable storage facilities
- Union office/desks
- Computer equipment
- Printing facilities
- Union office
- Notice board
- Internet and email access
- Intranet site on TRG network
- Video conferencing facilities

4.3. The provision of these facilities will be monitored by TRG and UNITE to ensure that such facilities are reasonable and are commensurate with the effective working of the union.

4.4. No "All Group" or "All Subsidiary/Division" e-mails may be issued to staff by UNITE without prior agreement of TRG.



## **5. Election and Role of UNITE Representatives and Volunteers**

- 5.1. Employees may elect a reasonable number of representatives from members of the union to act on their behalf in accordance with this and any future agreement between UNITE and TRG. If any such representative ceases to be an employee of TRG or a member of the union, he/she shall immediately cease to hold the position of representative. The dispersed and diverse nature of the organisation prevents the application of a precise formula in determining the ratio of trade union representatives to union members and levels of representation will therefore be agreed with the local Director initially taking into account the principles of this agreement. Where there is any dispute as to the level of representation, this will be referred for negotiation by the Convenor and Director of People & Culture.
- 5.2. In all cases, the union will notify TRG at local and Group levels, and at the earliest opportunity, of the names of all elected representatives and volunteers (see 5.6 below), their specific role and constituency, so that reasonable time off arrangements may be made. It is acknowledged that representatives may have duties which extend beyond their normal constituency, e.g. attendance at JNC or occasional joint working groups, or representing members in areas where no other rep is available.
- 5.3. These representatives will elect a Convenor from those local representatives who have at least one year's experience of being a representative. These posts will be re-elected every three years. The convenor is currently classed as full time positions, although this position will be reviewed jointly on an annual basis in the light of the demands on these roles and any changes in the business.
- 5.4. The parties agree that representatives will be elected to carry out the duties prescribed by UNITE rules and to organise and represent the members in accordance with the terms of the agreement.
- 5.5. Neither TRG nor UNITE will recognise any representatives other than those defined in this agreement. (Except were an existing recognition agreement exists with another UTC affiliated Trades Union.)
- 5.6. The election of representatives shall take place as agreed and in line with current legislation and UNITE rules. UNITE will supply to TRG a list of elected representatives and will advise of any changes as they occur. For the purposes of organising and improving communication between the members, the union and the company, UNITE will also recognise organising volunteers who will assist the UNITE representatives.

5.7. The role of the elected convenor is:

- To maintain and develop the union's involvement, representation, organisation and participation on strategic industrial and employment relation issues through the Group.
- To communicate the views of UNITE members with TRG to the wider Union and other places of influence. To promote TRG to these bodies, where it would be of benefit to UNITE members within TRG.
- To liaise with other Trade Unions within TRG and to give leadership and advice to the mutual benefit of all parties.
- To provide guidance, develop and monitor the other representatives throughout the group.
- To make a major contribution to ensuring the interests of staff on a national level are considered in the formulation of corporate strategies and plans and to define the overall objectives and strategy of UNITE within TRG.
- Achieve agreed UNITE objectives by making strategic decisions.
- To understand new practices and procedures affecting major aspects of the TRG's operation and manage the change process effectively on behalf of union members.
- To represent members when appropriate.
- To foster a cooperative approach to employee relations within TRG that recognises the legitimate interests of both parties.
- To actively monitor and develop recruitment strategies.
- To maintain and update membership lists, including mapping of workplaces.
- To lead on behalf of UNITE any relevant negotiations.

5.8. If the convenor is unable to perform his/her duties for a period of 2 months or more, an elected Unite representative will step up to that role. Should it be deemed that the convenor is unable to return to his/her post either through ill health, leaving the organisation or any other agreed reason, there will be an election to fill that post.

5.9. The roles of the elected UNITE representatives is to:

- Recruit new members to the union.
- Organise members into sustainable units.
- Advise members of their rights and entitlements.
- Communicate with members.
- Represent members in grievances, disciplinary disputes and other meetings where representation is requested or required.
- Negotiate with the company on local and, if appropriate, national bargaining issues.
- Attend/organise Union meetings.
- To foster a cooperative approach to employee relations within TRG that recognises the legitimate interests of both parties.



- 5.10. The role of the organising volunteer is to:
- Contribute to the local UNITE communications
  - Distribute communications
  - Liaise with representatives over local issues
  - Assist with recruitment of union members

## **6. Time Off**

- 6.1. TRG acknowledges that, in order for UNITE representatives to undertake their duties professionally, reasonable paid time off from work duties is required, including paid time off to attend Union meetings (including paid time off to undertake the training required to function as a workplace representative) . Although the requirements are expected to be minimal, the principle of reasonable time-off will also apply to organising volunteers.
- 6.2. Such time off will normally be requested in advance from line management to ensure that the service to our customers does not unduly suffer, although it is recognised that representatives may be required to respond to urgent approaches from members for which time off may be granted retrospectively. Equally, there may be occasions when the requirements of the service preclude the granting of time-off at short notice or at times when there are staff shortages or other issues affecting service delivery, and that meetings, hearings, training etc., will have to be rescheduled as a result.
- 6.3. All representatives and organising volunteers are required to record **all** union related time-off on the time-off. Time-off records will be requested periodically by HR to enable joint monitoring of trade union activity at Group and local levels.
- 6.4. Meetings between representatives of TRG and UNITE will normally be held during working hours and on TRG premises. Meetings of union members may be agreed at the discretion of the local Director, provided that reasonable notice is given and the timing of the meeting does not affect the delivery of services to customers. Such meetings will normally take place outside core hours where they involve staff on flexi-time. Such meetings will not unreasonably be refused.
- 6.5. UNITE commits to training its elected representatives to provide them with the skills and confidence to undertake their duties professionally. TRG commits to agreeing to reasonable time off with pay to allow representatives to be trained.
- 6.6. TRG will also allow organising volunteers reasonable paid time off work to undertake training to contribute to carrying out their role.
- 6.7. TRG will, on request from UNITE, deduct trade union subscriptions at source of payment, subject to individual authority in each case.



## **7. Expenses & TOIL**

- 7.1. Elected representatives may claim reasonable business expenses related to their union activities where those activities are related to the joint business of TRG and UNITE. Representatives are expected to adhere to the principle of minimising the costs to TRG and should therefore use the most economic form of travel when attending meetings in their capacity as a union representative. TRG will not cover expenses which relate to attendance at UNITE or other union conferences or events, where it is considered more appropriate that such expenses are covered by UNITE, or for participation in any activities considered to be in furtherance of a dispute with TRG. Such expenses must be entered separately from other business expenses so that TRG may properly monitor the overall costs to the Group of trade union activities.
- 7.2. It may be appropriate for trade union activities to be considered in relation to the provision of Time Off in lieu or flexi-time (for those staff who are eligible for this) where line management approved trade union activity takes the individual beyond their normal conditioned hours over the specified period. Trade union activity in these instances should be considered on the same terms as TRG work for the purposes of calculating TOIL or flexi. The normal rules for the provision of TOIL and flexi will apply. If a meeting involves a day's absence from the workplace, the hours credited will not exceed the normal conditioned hours for that day. Overtime will not be payable for any trade union activity.

## **8. Consultation & Negotiation**

- 8.1. Representatives of UNITE will meet with the Company, at times to be mutually agreed, to enable timely negotiation on terms and conditions of employment and consultation on other employment-related matters.
- 8.2. Consultation and negotiation will cover, but shall not be limited to, the following:
- Pay and benefits, including principles and structure of payments systems, job evaluation systems and grading criteria, competency criteria, market salaries.
  - Hours of work and flexitime working
  - Equal opportunities policies and procedures
  - Family friendly policies
  - Holiday entitlements
  - Sick leave/entitlements
  - Security of employment and location
  - Redundancy terms
  - Training
  - Study leave entitlements
  - Health and safety
  - Pension entitlements
  - Working practices

- Disciplinary and grievance procedures
- Surveillance and monitoring procedures
- Role of UNITE representatives and time off for trade union matters
- Any other issues relating to terms & conditions of employment

### **Subsidiary/Divisional/Hub Negotiation and Consultation Meetings**

8.3. Meetings will be held between UNITE representatives and Directors in each subsidiary/division/hub to discuss matters brought up at Union meetings or issues that will affect staff within that subsidiary/division. The frequency and membership of these meetings will be agreed locally between the convenor and local director, although it is expected that generally such meetings will take place on a quarterly basis unless there are issues which require more frequent meetings to achieve a resolution. Either party may, with the prior agreement of the other party, invite additional persons to attend in an advisory capacity and shall inform the other party of the names of such persons prior to the meeting. It is the spirit and intention of both parties to resolve any issues at the earliest possible stage. If issues cannot be resolved then the matter will be referred to the next tier of negotiating committee within 30 days.

### **Group Negotiation and Consultation Meetings**

8.4. UNITE will meet with the Chief Executive quarterly (Union Liaison Meeting ULM)) and it will be at these meetings that issues that either affect the Group, or which have not been rectified at a subsidiary/divisional/hub level will be discussed. TRG and UNITE may each nominate up to five persons to the ULM and one of UNITE's nominees may be a full-time Officer for the Union. It is in the interest of both parties to this agreement that all negotiations are carried out expeditiously and that every effort is made to reach a mutually acceptable settlement.

8.5. If at any time, and at any level, during negotiations we have a failure to agree, then a period of status quo will be invoked until the issue is resolved.

8.6. If TRG and UNITE are unable to come to agreement on an issue that is subject to negotiation, and subject to the agreement of both parties, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in an effort to reach settlement. Both parties commit to making all reasonable efforts to reach a settlement prior to reference to ACAS.

8.7. Neither the company nor UNITE will take detrimental actions until this procedure is exhausted.

8.8. TRG will keep all its employees informed of the Company's current position and future prospects and of any issues relevant to them.



8.9. In particular, TRG will provide relevant information to UNITE prior to negotiations commencing in order that UNITE can make judgments with full facts at its disposal. Such information may include, but will not be limited to:

- a) Information on pay systems and structures, including market related pay, surveys and other information that helps determine the pay policy of the company.
- b) Information on business performance and direction including financial information and marketing information.

## **9. Organisational Change**

9.1. TRG agrees that before implementing changes in established work practices or changes to the way the business is structured, marketed or operates, the Company shall consult with the elected representatives of UNITE and seek to consult upon, and negotiate any consequent issues, as appropriate, through the negotiating procedure.

9.2. TRG agrees to consult with UNITE prior to the announcement of a merger, take-over or partial sale of the business.

9.3. TRG acknowledges that it is in the interests of all parties that information should be provided as fully and openly as possible. Consultation is most effective when representatives are able to discuss the information provided to them openly with the members they represent. In certain circumstances, however, TRG may seek to provide information on a confidential basis. The Company will only designate information as confidential information if it is commercially confidential or share price sensitive, or where its release may harm the legitimate interests of TRG. If confidential information is provided to Representatives they may disclose the information to appropriate advisers, provided that those advisers are bound by any appropriate confidentiality agreement. If Representatives consider that information which has been designated as confidential information would not in fact be likely to harm the legitimate interest of the undertaking, they may refer the matter to ACAS to determine the issue in the same manner as if the matter had been referred to the CAC under Regulation 25 of the Information and Consultation of Employees Regulations 2004.

## **10. Training**

10.1. TRG and UNITE recognise that all employees should undertake appropriate training for their roles and that TRG has the right and responsibility to improve and develop the skills of its employees to meet the current and future requirements of the business.



10.2. In recognition of this it is agreed that TRG will invite UNITE representatives to periodic meetings for the purpose of:

- a) Consulting about the Company's policy on training;
- b) Consulting about the Company's plans for training for the next six months;
- c) Reporting on training provided since the last meeting.

10.3. Further information on this aspect of the recognition agreement can be found in the TRG/UNITE Learning Agreement.

## **11. Procedures**

11.1. The Disciplinary & Grievance procedure, negotiated between UNITE and TRG, will be used at all times.

11.2. All procedures will be operated in compliance with statutory procedures to ensure a speedy resolution of all matters arising. Both parties agree that there should be no need for industrial action if the procedures are following an agreement reached.

## **12. Termination of Agreement**

12.1. This agreement shall continue until it is determined by either party giving not less than six calendar months' notice in writing to the other party. In the event of either party giving such notice there shall be a meeting between the parties to attempt conciliation, to be held as soon as is practical and within no more than four weeks of the notice being served. Such meetings shall be held at least monthly throughout the period of notice until agreement is reached on the abrogation of or amendments to this Agreement.

## **13. Review of Agreement**

13.1. Both parties agree to review this agreement on a regular basis to ensure that it continues to meet the needs of the business and union. Any changes to this agreement must be agreed by both parties to the agreement.

This agreement is made 04/12/2018

TRG

Name...

Signed...

Name...

Signed...

Name...

Signed...

UNITE

Name

Signed

Name

Signed

Name

Signed