

## **RECOGNITION AND PROCEDURAL AGREEMENT**

between **Glasgow Housing Association Limited** and **GMB**

### **1. DEFINITION OF TERMS**

In this Agreement:

- The GHA refers to Glasgow Housing Association Limited
- LHO refers to the Local Housing Organisation
- Staff refers to all employees of the GHA

### **2. COMMENCEMENT DATE**

This Agreement commences on the date of transfer of staff from Glasgow City Council.

### **3. OBJECTIVES**

- 3.1. In drawing up this agreement, the GHA and GMB recognise that the GHA exists to serve its tenants. The purpose of this Agreement is to ensure that employment practices in the GHA and LHOs are conducted to the highest possible standards within the resources available, and that equal opportunities are offered to employees or prospective employees and that the treatment of staff will be fair and equitable in all matters of dispute.

### **4. GENERAL PRINCIPLES**

- 4.1. The GHA and GMB accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2. GMB recognises the GHA's responsibility to plan, organise and manage the work of the GHA and LHOs in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3. The GHA recognises GMB's responsibility to represent the interests of its members and to work for improved conditions of employment for them.
- 4.4. The GHA and GMB recognise their common interest in furthering objectives of the GHA, and through consultation and negotiation, achieving reasonable solutions to all matters

which concern them. Both parties declare their common objective to maintain good industrial relations.

## **5. GMB REPRESENTATION**

- 5.1. The GHA recognises GMB as representing manual, administrative, professional and technical staff and will consult and negotiate on all matters set out in Clause 8.4 of this Agreement.
- 5.2. The GHA will inform all new employees of this Agreement and will encourage them to join GMB and will provide facilities for them to talk to a representative as part of their induction procedure.
- 5.3. The GHA accepts that GMB's members may elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.
- 5.4. GMB agrees to inform the GHA of the names of all elected representatives in writing within five working days of their elections and to inform the GHA in writing of any subsequent changes, each time within five working days of the change having taken place.
- 5.5. The GHA recognises that GMB representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the GHA.

## **6. GMB MEETINGS AND OTHER FACILITIES**

- 6.1. Meetings of GMB members may be held on the GHA premises outside working hours where practical and there shall be no restriction on the frequency or duration of such meetings (beyond restrictions due to security or Health and Safety). Prior consent for such meetings shall be obtained from the GHA by GMB. Such consent shall not reasonably be withheld.
- 6.2. GMB meetings may be held on the GHA premises inside working hours provided that prior consent for such meetings is obtained from the GHA by GMB. Such consent shall not reasonably be withheld. GMB shall provide the GHA with a timetable of regular GMB meetings or give at least three working days notice of the intention to hold a meeting (as appropriate).
- 6.3. GHA agrees to provide reasonable and defined facilities to GMB representatives to enable them to discharge their duties; including the provision of a notice board and reasonable use of telephones, ICT, photocopiers, word processors and typewriters.
- 6.4. Subject to at least seven days notice and the agreement of the GHA, GMB representatives will be granted special leave, without loss of pay, to attend training courses or conferences run by GMB or other appropriate bodies relevant to the discharge of their GMB duties.
- 6.5. GMB representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this Agreement.



6.6. Subject to reasonable prior notice and the consent of the GHA, which shall not unreasonably be withheld, GMB representatives will be permitted reasonable time off during working hours for the purpose of taking part in Union Activity.

6.7. In all other respects, elected GMB representatives shall conform to the same working conditions as all the employees.

## **7. CHECK OFF SYSTEM**

7.1. It is agreed that a check off system will operate whereby the GHA will deduct dues from the salaries of GMB members and pay them to GMB each pay period with a schedule of payments.

7.2. GMB will co-operate with management in devising and implementing a system to secure the completion of authorisation forms for deduction of subscriptions from salaries. GMB will also afford full co-operation to management in advising members of any increase in subscriptions.

## **8. NEGOTIATION AND CONSULTATION**

### **8.1. Information**

GHA undertakes to supply GMB the necessary information for it to carry out effective consultation and negotiation as provided for under Section 181 and 182 of the Trade Union and Labour Relations (Consolidation) Act 1992. This shall include information on the GHA current position, future plans and objectives.

### **8.2. Consultation**

To discuss, before decisions are taken, matters directly affecting the interests of the GHA employees as set out under Clause 8.4 below.

### **8.3. Negotiation**

To negotiate and find a solution on all issues pertaining to the matters set out under Clause 8.4 below.

8.4. The Following matters shall be the subject of consultation and negotiation:

- Terms and Conditions of Employment
- Location
- Hours of Work
- Holiday and Sickness Arrangements
- Pensions
- Overall Salary Structure
- Pay Awards
- Health and Safety
- Equal Opportunities Policies
- New Technology Initiatives
- Training and Recruitment Policies

Staff Amenities  
Redundancy and Redeployment  
Disciplinary and Grievance Procedures  
Any other item which both sides agree to address

- 8.5. Negotiation and consultation may take place between the nominated representative of the GHA and GMB representatives who are not employees of the GHA wherever this is considered appropriate. In addition, the GHA and GMB will hold an annual meeting at a senior officer and board member level to monitor and pursue their joint interests.

## 9. GRIEVANCE AND DISCIPLINE

- 9.1. The GHA recognises the GMB's right to represent the interests of all of its members at any stages during grievance and disciplinary procedures and to call in GMB representatives who are not employees of the GHA wherever this is considered appropriate.
- 9.2. The GHA undertakes to inform the GMB representatives as soon as reasonably practicable of the name of any GMB staff member faced with potential disciplinary action to enable the GMB to make appropriate arrangements for representation.
- 9.3. GMB representatives will be permitted to spend reasonable paid time inside working hours to discuss grievance or disciplinary matters with affected employees.

## 10. VARIATIONS

- 10.1. This Agreement may be amended at any time with the consent of both parties.

### SIGNE

DATE

11/7/18

SIGNED

(For GMB)

DATE

11/7/19