



RECOGNITION and PROCEDURAL AGREEMENT BETWEEN DUNEDIN CANMORE HOUSING LIMITED AND UNISON, HOUSING AND CARE SCOTLAND

1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to Dunedin Canmore Housing Ltd.

The Union - refers to Housing and Care Scotland Branch of UNISON

Staff - refers to all employees of Dunedin Canmore Housing Ltd.

2. COMMENCEMENT DATE

This Agreement commences on 5th April 2018

3. OBJECTIVES

3.1 In drawing up this agreement, Dunedin Canmore Housing Ltd. and UNISON recognise that Dunedin Canmore Housing Ltd. exists to fulfil its aims and objectives.

3.2 The purpose of this agreement is to determine trade union recognition and representation within The Organisation and establish a framework for consultation and collective bargaining.

3.3 The parties have identified common objectives they wish to pursue and achieve. These are:

3.3.1 to ensure that employment practices in Dunedin Canmore Housing Ltd. are conducted to the highest possible standards;

3.4 to enhance effective communication with all Staff throughout The Organisation;

3.4.1 to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing Dunedin Canmore Housing Ltd.

3.4.2 to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute.

4. GENERAL PRINCIPLES

4.1 Dunedin Canmore Housing Ltd. and UNISON accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

4.2 UNISON recognises Dunedin Canmore Housing Ltd.'s responsibility to plan, organise and manage the work of The Organisation in order to achieve the best possible results in pursuing its overall aims and objectives.

4.3 Dunedin Canmore Housing Ltd. recognises UNISON's responsibility to represent the interests of its Members and to work for improved terms and conditions of employment for them.

4.4 Dunedin Canmore Housing Ltd. encourages employees to become and remain members of an appropriate union in accordance with this agreement.

4.5. Dunedin Canmore Housing Ltd. and UNISON recognise their common interest and joint purpose in furthering the aims and objectives of The Organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.

4.6. Dunedin Canmore Housing Ltd. and UNISON accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of The Organisation.

5. UNION REPRESENTATION

5.1 Dunedin Canmore Housing Ltd. recognises UNISON as the trade union with which it will consult and negotiate with in all matters set out in Clause 7.4 of this agreement.

5.2 Dunedin Canmore Housing Ltd. recognises UNISON as the body representing members for the purposes of informing and consulting the workforce. Informing and consulting members will take place through UNISON representatives.

5.3 Dunedin Canmore Housing Ltd. accepts that the UNISON's members will elect representatives in accordance with their union rules to act as their spokespersons in representing their interests.

5.4 UNISON agrees to inform Dunedin Canmore Housing Ltd. of the names of all elected representatives in writing within five working days of their election and to inform The Organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to The Organisation shall be the sole representatives of the UNISON membership and the representatives of members for the purposes of information and consultation.

5.5 Dunedin Canmore Housing Ltd. recognises that UNISON representatives fulfil an important role and that the discharge of their duties as UNISON representatives will in no way prejudice their career prospects or employment with The Organisation.

5.6 Dunedin Canmore Housing Ltd. will inform all new employees of this agreement and will encourage them to join The Union and provide facilities for them to talk to a workplace representative as part of their induction procedure. Dunedin Canmore Housing Ltd. will supply union representatives with new starter details to enable them to contact new employees.

5.7 Dunedin Canmore Housing Ltd. will undertake the check-off of trade union subscriptions for any employee requesting this facility.

6. UNION MEETINGS AND OTHER FACILITIES

6.1 Meetings of UNISON members may be held on the Dunedin Canmore Housing Ltd. 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). Such meetings will be open to all staff members who are members of UNISON.

6.2 Where necessary for the purposes of informing and consulting the workforce, a meeting of members may be organised by the UNISON on the Dunedin Canmore Housing Ltd.'s premises outside working hours. Such meetings will be open to all employees.

6.3 UNISON meetings may be held on Dunedin Canmore Housing Ltd. premises inside working hours provided that prior consent for such meetings shall be obtained from The Organisation by the UNISON. Such consent shall not be unreasonably being withheld. UNISON shall provide the Dunedin Canmore Housing Ltd. with a timetable of regular UNISON meetings or give at least three working day's notice of the intention to hold a meeting.

6.4 Dunedin Canmore Housing Ltd. agrees to provide defined facilities to the UNISON representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and PCs; reasonable accommodation for meetings and trade union education. Subject to at least seven days notice and the agreement of Dunedin Canmore Housing Ltd., UNISON representatives will be granted special leave without loss of pay to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.

6.5 UNISON representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this agreement. Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off.

6.6 Subject to reasonable prior notice and the consent of Dunedin Canmore Housing Ltd., which shall not unreasonably be withheld, UNISON representatives will be permitted reasonable time off during working hours for the purpose of taking part in Trade Union activity.

7 NEGOTIATION AND CONSULTATION

7.1 Information

Dunedin Canmore Housing Ltd. undertakes to supply the UNISON with the necessary information for it to carry out effective consultation and negotiation. This shall include The Organisation's employment policies and procedures and proposed amendments and additions.

Dunedin Canmore Housing Ltd. will additionally supply information on recent and probable developments of The Organisation and its economic situation.



7.2 Consultation

To have proper consultation with members to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of members, save for any matters negotiated and agreed by relevant Trade bodies.

Dunedin Canmore Housing Ltd. will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.

7.3. Negotiation

To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 7.4 below save for any matters negotiated and agreed by relevant Trade bodies.

7.4 The following matters shall be the subject of consultation and/or negotiation:-

- Terms and conditions of employment
- Pay awards
- Job descriptions
- Job grading and job evaluation
- Hours of work
- Holiday and sickness arrangements
- Pensions
- Overall salary structure
- Health and safety
- Equal opportunities policies
- New technology
- Working practices, new equipment and techniques
- Training policy
- Recruitment policy
- Staff amenities
- Redundancy and redeployment
- Disciplinary, grievance and associated procedures
- Contracting out
- Reorganisation of staff and relocation of offices
- Any other item which both sides agree to refer

8. GRIEVANCES AND DISCIPLINE

8.1 Dunedin Canmore Housing Ltd. recognises the UNISON's right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in UNISON representatives who are not employees of the Dunedin Canmore Housing Ltd. wherever this is considered appropriate.



8.2 Dunedin Canmore Housing Ltd. undertakes to inform UNISON representatives immediately of the name of any UNISON staff member faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.

8.3 UNISON will be permitted to spend reasonable paid time inside working hours to discuss grievance or disciplinary matters with affected members, and to prepare their case

8.4 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of the management committee, to seek to resolve any dispute. Both Dunedin Canmore Housing Ltd. and UNISON will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

9. VARIATIONS

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

10. TERMINATION

10.1 The Agreement shall not terminate except by mutual consent.

SIGNED for (The Organisation)

DATE 5.4.18

SIGNED for UNISON

DATE 5/4/18