

VOLUNTARY RECOGNITION AGREEMENT BETWEEN  
LORETTO  
AND  
UNITE THE UNION

## **1.0 PURPOSE**

1. This Agreement sets out the framework which governs the relationship between the two parties Loretto the employer and Unite the Union.

## **2.0 SCOPE**

- 2.1 Loretto recognises Unite the Union for the sole purposes of collective bargaining including consultation, negotiation and representation of employees as set out in this Agreement. Unite undertake to consult with all employees, including those who are not union members.

- 2.2 Employees may choose to join or not to join a registered trade union.

## **3.0 GENERAL PRINCIPLES**

- 3.1 The parties will abide by the following principles:

- 3.1.1 work together to further Loretto's aims of providing high standards of service to tenants and people they support , and to achieve a working environment which promotes the well-being of employees

- 3.1.2 deal openly, honestly and fairly with each other

- 3.1.3 exchange information and keep each other informed of relevant matters and facilitate good communication

- 3.1.4 respect confidentiality, with a particular commitment to ensure commercially sensitive material remains confidential

## **4.0 UNITE:**

- 4.1 Unite will:

- 4.1.1 acknowledge managements' right to manage its own affairs, which includes maintaining order, and discipline, adapting to a changing environment and improving efficiency

- 4.1.2 accept that Loretto will seek to resolve internally any complaints or disputes raised by Unite's members

- 4.1.3 undertake that it will advise its members to use the agreed internal processes to resolve complaints / disputes, and will not advise members, individuals or groups to take any formal industrial or legal action against Loretto, except in such a situation where the internal processes have been exhausted and in the case of industrial action, where the full procedure for

avoidance and resolution of disputes has been exhausted (See Appendix 3).

#### **5.0 LORETTO:**

##### **5.1 Loretto will:**

- 5.1.1 acknowledge Unite's right to represent members
- 5.1.2 continue to have direct communication with its employees and undertakes that this will not be used as a means to circumvent this agreement
- 5.1.3 agrees that any collective agreement reached under this Agreement shall be binding on all employees of Loretto, unless they are specifically excluded

#### **6.0 UNION MEMBERSHIP**

- 6.1 Loretto is committed to ensuring that no employee experiences discrimination as a result of being a member or representative of the union.
- 6.2 Loretto will inform prospective and new employees that Unite is the sole union recognised by Loretto.
- 6.3 The Union may approach new employees to give them information on the Union and Loretto will allow opportunities for new employees to meet Union representatives – this will be by agreement with line managers.
- 6.4 The Union undertakes that its members (employed by Loretto) will respect the rights of employees who are not members of the Union, and will work co-operatively with all Loretto's employees.
- 6.5 Loretto agrees to deduct union subscriptions from union members' pay, subject to them signing authorisations for such deductions, and to forward the subscriptions to Unite.
- 6.6 Unite will provide Loretto with information annually on how many staff are in current union membership and the location of members.
- 6.7 The Union will give adequate notice to Loretto of any changes to subscription levels.
- 6.8 Unite aims to maintain a minimum membership of 30% of Loretto's permanent employees. If membership falls below 30% this shall be discussed at the next formal meeting between Loretto and Unite to determine whether or not this agreement may continue.



## **7.0 REPRESENTATION**

- 7.1 Unite will elect shop stewards / representatives. Representatives will include Health & Safety Reps. The roles and responsibilities of representatives are set out in Appendix 1.
- 7.2 To be eligible for election nominees / candidates must be employed by Loretto for at least 12 months. Representatives' positions will terminate automatically on leaving employment with Loretto.
- 7.3 Representatives are obliged to stand for election / re-election at regular intervals (no less than every 2 years).
- 7.4 If a representative is not re-elected his / her position will terminate at the agreed date.
- 7.5 The Unite Regional Organiser shall notify Loretto of the names of the shop stewards and other reps at the earliest opportunity in writing. Each shop steward and rep will be issued credentials signed by the Unite Regional Organiser
- 7.6 Reasonable and appropriate action taken by Union representatives in good faith, in pursuance of their duties and responsibilities as defined in this agreement, will not have any adverse effect on their employment with Loretto. In the event of formal action being taken against a representative, including the investigation stage of a disciplinary process or the first formal stage of the capability process, the Unite Regional Organiser will be notified prior to action.

## **8.0 TIME OFF FOR UNION DUTIES**

### **8.1 Representatives**

- 8.1.1 Loretto shall permit Unite representatives to take reasonable time off with no loss of earnings, during normal working hours, to enable the representatives to:
- carry out specific duties and responsibilities
  - undertake relevant training provided by the union
  - meet newly recruited staff to discuss the benefits of union membership
  - meet full-time officials, other representatives and members, by prior arrangement with management, on Loretto premises or off-site
- 8.1.2 The following are the number and the roles of reps:
- 10 shop stewards
  - 2 health and safety representatives

8.1.3 Each of the 12 representatives employed by Loretto will be afforded reasonable time off to carry out their share of union duties, taking into account the responsibilities of their primary role, and with active and appropriate communication with their Loretto line manager.

8.1.4 Representatives are required to monitor the time they spend on union duties.

8.1.5 Loretto will refund representatives reasonable travel or subsistence expenses that are incurred in carrying out union business.

8.1.6 Unite will aim to recruit representatives to represent the interests of members in a number of designated areas and who, as far as practicable, will be based in one of those designated Loretto areas. The intention is that as far as practicable travel costs will be avoided. It is acknowledged that travel will be required. The areas are:

Loretto Housing Association	1
Loretto Care:	
Glasgow	3
North Lanarkshire	1
South Lanarkshire	1
Renfrewshire	2
Stirling / Falkirk / Grangemouth	2

Where there is more than one representative in a geographic area, representatives will not be based in the same Service.

8.1.7 The need for flexibility is acknowledged, as depending on the availability of reps it may be feasible for a rep to deal with a matter in an area adjacent to those he or she is designated to cover.

## **8.2 Employees and Members**

8.2.1 Employees who are not union members may meet with a local union representative during work time, by prior agreement with management, to discuss the benefits of union membership.

8.2.2 Union members have the right to meet with their local representative. This may be for a range of reasons, e.g. to discuss union matters, take advice on terms and conditions of employment or individual employment rights, or to raise concerns about working practices. The union member must arrange this in advance with his / her line manager, to ensure that their absence is covered; confidentiality of the issue being discussed will be respected.

## **9.0 FACILITIES**

- 9.1 All representatives will be afforded facilities to enable them to carry out their responsibilities efficiently and to communicate effectively with Unite members during working hours. Mobiles phone will be provided for qualified reps and guidelines for use put in place.
- 9.2 Loretto is committed to providing the following, where practicable:
- accommodation for meetings
  - access to a telephone, photocopier and other office equipment
  - privacy to make confidential telephone calls
  - a company mobile telephone for the representatives
  - use of notice boards and space on the Loretto intranet to provide information about the union shop stewards and representatives to advertise the benefits of union membership
  - computer and email facilities
  - mailings, newsletter, internal mail
- 9.3 Meetings between management and Union representatives will normally be held on Loretto premises, during normal working hours.
- 9.4 Where appropriate Loretto will provide postal facilities for the purposes of electing officials and other ballots.
- 9.5 A protocol for shop stewards is attached as Appendix 2.

## **10.0 NEGOTIATION AND CONSULTATION**

- 10.1 The following sections describe the structure of negotiation and consultation.
- 10.2 Unite and Loretto will try to resolve issues or concerns through informal communication and discussion where possible.
- 10.3 Loretto and Unite representatives will meet regularly to deal with matters that can be addressed or resolved without the need to be put to JNC. These meetings will not deal with individual matters such as grievances or individual pay and grading complaints.
- 10.4 Full-time officials may attend these meetings where required.
- 10.5 On occasion it may be appropriate for Unite representatives (and possibly a full time official) to meet with a Senior Manager (accompanied by a HR representative), if an issue or concern needs to be discussed which affects only



one area or Department.

- 10.6 The formal meeting between Unite and Loretto will be the Joint Negotiating Committee (JNC). The constitution of the JNC is set out in Appendix 3.
- 10.7 The JNC shall be authorised to consider strategic matters affecting the salaries and working conditions of all Loretto staff. The full remit is set out in Appendix 3.

#### **11.0 TRAINING**

- 11.1 The parties acknowledge that it is in their interests that union representatives and shop stewards understand their duties, rights and responsibilities and receive appropriate training,
- 11.2 Unite will ensure that representatives are appropriately briefed and trained in their duties, in the rules and practices of the union and the appropriate agreements, procedures and legislation. Unite will identify the courses representatives will need to undertake in order to achieve this and representatives will be permitted time to attend in working hours, by prior agreement with line management with no loss of pay.

#### **12.0 REVIEW AND TERMINATION OF AGREEMENT**

- 12.1 This agreement will be reviewed annually by the JNC and may be varied by agreement.
- 12.2 This agreement will be reviewed annually by the JNC and may be varied by either parties or may be terminated by either party giving to the other written notice of six months. The provisions of the agreement will then remain in force until expiry.

#### **13.0 STATUS OF AGREEMENT**

- 13.1 The parties accept that this agreement is binding in honour, but expressly agree that it is not intended to constitute a legally enforceable agreement.
- 13.2 Unite and Loretto confirms that the provisions of the agreement will be observed in all respects.

**Signed:**

**Date:**

**Regional Women and Equalities Organiser  
On behalf of Unite**

**Signed:**

**Date:**

**Director of Loretto  
On behalf of Loretto**



## Appendix 1

### Roles and Responsibilities

All Union representatives will be elected to carry out a specific role.

By accepting election as a representative, a Unite member will take on the core responsibilities which apply to every representative and the specific responsibilities of that role.

Elected representatives will:

- undertake their Union responsibilities giving due care to their primary role as a Loretto employee and the need to
- uphold Loretto's policies and procedures, to ensure the well being of tenants, people who are supported and employees of Loretto and members of the public
- comply with and promote the Health & Safety policy and arrangements and the Equal Opportunities and Diversity policy and strategy
- maintain confidentiality, respecting the confidentiality of both their members and Loretto

The following responsibilities apply to specific roles:

#### The Unite Full Time Official (FTO)

It is agreed that the FTO has an important role to play within the procedural arrangements and as an official of Unite.

The FTO will be the main point of contact between Loretto and Unite for the matters covered by the agreement and the procedural arrangements and as an official of Unite.

The FTO will:

- co-ordinate the activities of all Unite reps
- make arrangements for representation when this is required by a member
- be a union delegate at the Joint Negotiating Committee
- ensure that the union's view is represented in consultations
- ensure all shop stewards and representatives are offered opportunities for training and development to equip them for the role
- nominate a union representative (which may be an accredited representative or a member) to participate in working and review groups;
- The FTO will also formally take on one of the following roles in addition to the FTO responsibilities; in that case additional time will be made available

#### Union representatives (shop stewards)

The role of representatives is to:

- represent the members of Unite (an individual or a group) on issues relating to their employment where representation is appropriate ( matters within the remit of normal line management to manage / deal with should not normally require representation)

- give advice on complaints or difficulties raised by members, arising out of their employment; investigate and follow up where required;
- carry out the functions assigned to them in the Grievance and Disciplinary procedures, and any other relevant procedures;
- initiate, advise on and take part in mediation to attempt to resolve difficulties informally.
- participate in negotiations, consultations and working groups with management on behalf of Unite.
- take part in joint communications with management to employees;
- give information on the Union and the benefits of membership to new and existing employees who do not belong to the Union, with the aim of recruiting new members;
- participate on behalf of members before an outside official body, such as an Employment Tribunal, which may be dealing with an employee relations matter concerning Loretto.

#### **Health & Safety representatives**

The role of Health & Safety representatives is to:

- represent the members of the Unite (an individual or a group) on all issues relating to H&S
- give advice on H&S complaints or concerns raised by members; investigate and follow up where required
- carry out the functions assigned to them in the H&S policy and procedures; this will include membership of the H&S Committee, participating in inspections and statutory duties of Union H&S reps
- participate in negotiations, consultations and working groups with management on behalf of Unite
- take part in joint communications with management to staff
- give information on the Union and the benefits of membership to new and existing employees who do not belong to the Union, with the aim of recruiting new members
- participate on behalf of members before an outside official body, such as the Health & Safety Executive, which is dealing with an H&S matter concerning Loretto

## Appendix 2

### PROTOCOL FOR ACCESS AND SHOP STEWARD STRUCTURES

As agreed previously with Loretto, Unite has embarked on an organising initiative to improve union representation across Loretto. This is a key part of a wider campaign that the union is taking forward across the community care sector in Scotland.

The purpose of this paper is to bring clarity for all parties on access to Loretto employees, required levels of shop steward representation, facilities and time off, and to implement the Recognition Agreement between Loretto and the Union.

#### 1/ Appropriate level of Shop Steward Representation

Area	Number of Shop Stewards
Loretto Housing Association	1
Loretto Care Services:	
Glasgow	3
Renfrewshire	2
Stirling/Falkirk/Grangemouth	2
North Lanarkshire	1
South Lanarkshire	1

The levels of shop steward representation may be altered with the agreement of both parties through the NJNC, taking account of any future changes and with due regard to the size and location of the unions' membership and the expected workload associated with the role.

Where more than one representative may represent a geographic area, they will not be based at the same Service.

#### 2/ Access to Services

Loretto and Unite agree that to build a shop steward structure, the Union's Organising team may carry out a presentation at Services on a rotational basis. The presentation will take no more than a half hour slot and the date and time will be agreed in advance with the local Service Manager.

In addition, Unite will be invited to each induction for new employees on a monthly basis, to advise on the activity of the union and the benefits of



membership. This will take no more than half an hour and the dates and times will be agreed with the employee who co-ordinates the induction process.

### **3/ Election of Shop Stewards**

The method of election of shop stewards is carried out in accordance with the union's rule book and is a matter for the Union to determine, however for information, the following steps will be taken to elect stewards/representatives during this initiative.

Step1: The Organiser will visit the Services concerned and give a presentation to all staff and encourage staff to nominate stewards to fill those positions.

Step 2: The Organiser will send out a nomination form to be displayed on the Services notice board for 1 – 2 weeks. Closing date for nominations will appear on the form and each person nominated will require a mover and a seconder from the union membership. The form will be returned to the Organiser for processing.

Step 3: The Organiser will contact the nominees to ensure that they accept the nomination. Should the number of nominees exceed the number of vacancies, the Organiser will undertake a ballot of members. Should the number of nominees be the same as or less than the number of shop steward vacancies then the nominee is automatically elected.

Step 4: If required, the Organiser will hold a postal ballot of all members in the Services concerned to elect the required number of shop stewards. The period of the ballot running would be one week. Prior to the ballot taking place the organiser will write to all staff in the services concerned advising them of their right to join the union and to have a vote in the election process assuming they join before the set date for participating in the ballot.

Step 5: Names of all elected stewards will be passed to the Head of Human Resources who will notify Senior and local management of the names of stewards. Stewards will provide copies of their accreditation.

### **4/ Time Off and Training for Shop Stewards**

The agreement between Loretto and the union highlights that Loretto recognises the right of shop stewards to attend appropriate training. Each steward will receive 12 days basic training. Additional training may be requested as and when necessary and will be contingent on both appropriate notice and Loretto's ability to meet service user needs.



All requests for training relevant to the role of the steward will be considered within the guidelines detailed below. Any additional training not directly relevant to the role however will be carried out in the steward's own time.

Requests for training should be:

- Made 14 days in advance of the course
- Should be made to line management using the Time Off form with supporting evidence from the Union, detailing the nature of the business.
- Where training is projected to fall on a rest day, the steward may request a change in their rota to accommodate this, although this change cannot be guaranteed.
- Where a request for training has not been granted and the steward feels aggrieved by this decision, the steward may make their complaint to the full time official who will discuss the request with the Head of HR or Deputy Chief Executive.

Where time off is requested to carry out union duties, this will be done in line with the Time Off Policy and will be reasonable in all circumstances. Loretto recognises the right of the shop steward to represent their members both individually and collectively. Time off however should not be regarded as automatic, as Loretto has a responsibility to take account of the needs of the Service.

Examples of circumstances where time off may be refused for representatives:

- Due to service needs
- Activities not authorised by the Union
- Unreasonable notice given by the representative
- For activities not related to the following:
  - Negotiation and/or consultation of terms and conditions
  - Matters of discipline
  - Grievances and disputes
  - Meetings with members relating to the above
  - Joint policy or partnership working
  - Other matters relating to employee relations
  - Training relevant to the duties of the shop steward

Time off forms must be signed off by the line manager and forwarded to HR.

Requests for time off for training must be submitted on the training form and forwarded to the Head of HR/Deputy Chief Executive for authorisation.

It is the responsibility of the Union to ensure that the time and resources provided in this context are used appropriately.

## **5/ Facilities for Shop Stewards**

Loretto recognises that to carry out their role, shop stewards require access to certain facilities. Where accommodation allows therefore, shop stewards will be provided with the following:

- Lockable storage facilities
- Space on a noticeboard and the intranet
- Access to a personal computer and personal email address
- Access to a telephone for confidential calls

It is recognised that for shop stewards there may be an exception in the application of the organisation's Electronic and Telecommunications Policy with regard to carrying a mobile phone whilst on duty. However mobile phones must not be switched on or used during the following times:

- When providing support to a service user or tenant
- During meetings with external agencies
- During staff meetings
- During supervision or appraisal

## Appendix 3

### Joint Negotiating Committee

The purpose of the JNC is to implement the aims and objectives of the recognition agreement.

In general the following issues will normally be the subject of negotiation:

- Terms and conditions of employment (including salary, benefits, working hours, holiday entitlements, sick leave and pay entitlements)
- Variation to the recognition agreement

The following issues will normally be the subject of consultation

- Disciplinary and grievance procedures
- Redundancy policy
- Equal opportunities policy and strategy
- Training and Staff Development
- Flexible working arrangements (including maternity and paternity leave, compassionate leave and time off for emergencies);
- Recruitment and selection procedures
- Health and Safety policy and procedures
- Welfare, general facilities and staff amenities
- Implementation of significant organisational change

Information will be shared on the following:

Business plans, strategies and budgets

News and information from the sector (particularly economic and other changes)

Organisational and technological change

JNC will not consider matters concerning:

Individual grading

Individual disciplinary cases or grievances

Appointment of individuals

#### **Representation**

Loretto and Unite will each be entitled to nominate 4 representatives to attend a JNC meeting.

Loretto's representatives normally will be the Director of Loretto, and up to three other senior managers.

Unite's representatives normally will be the Unite FTO, and three other representatives.

Either party may invite others to a JNC meeting with prior approval through the Secretary.



### **Meetings**

A minimum of three JNC meetings shall take place per year. A schedule of meetings will be fixed annually for a year in advance, by agreement. If any date subsequently requires to change, this may be agreed with the JNC Secretary, with as much notice as is possible.

An extra meeting may be called by either side, if an issue arises which cannot be resolved informally and needs urgent discussion. The request must be put in writing, and a meeting will be arranged to take place within 20 working days of the request.

The Chair of the JNC shall be a management representative. The Human Resources lead or other senior manager will act as the Secretary to JNC and will be responsible for ensuring arrangements are made to facilitate the meetings taking place.

Items for the agenda must be notified to the Secretary within ten working days in advance of the meeting. Papers and the agenda will be distributed a week in advance of the meeting.

The Secretary may decline to include an item if they consider it does not fall within the terms of reference of the JNC (reasons for the rejection will be given and an alternative course of action proposed).

Only items on the agenda will be discussed at the meeting, unless both sides agree to the inclusion of additional items.

The agenda will state whether an item is for information (which may be summarised in a paper or be verbal only), consultation or negotiation (which in both cases will be supported by a paper).

An Administrator may attend to take notes of the meeting. The Chair and Secretary will agree the notes and send out a draft to attendees within a month of the meeting, with the aim of producing an agreed record. Notes or a joint communication will be communicated appropriately to all staff by both Loretto and Unite following each meeting.

### **Procedure**

At the meeting the Chair will ask for the item to be presented then discussion will follow. The main points of the discussion and agreements will be noted.

Items will be for information, consultation or negotiation.

The parties agree that the aim of negotiation is to reach agreement and avoid disputes. Consultation provides opportunities for the exchange of views and allows the union to influence decisions and their application.

In the event of there being no agreement on JNC issues for negotiation, the Disputes Procedure, as set out below, will be followed.



### **Avoidance and Resolution of Disputes**

Loretto and Unite agree that when negotiation takes place the aim is to reach agreement and resolve disputes. Until the following procedure has been exhausted Unite agrees that there will be no industrial action and Loretto agrees that no change will be imposed and the status quo will remain.

Every effort will be made to find a solution. If there is no agreement at a JNC the matter will be deferred to another meeting (either the next scheduled meeting or an additional JNC, depending on the necessary timescale).

The management side will review the position with the Loretto Coordinating Management Group and take account of the union's views. The union side will consult members and officials. Both sides will aim at every stage to find a compromise that is acceptable.

If there is failure to agree after discussion at two JNC meetings, the following Disputes Procedure will be followed:

**Stage 1:** The union and management sides will meet with Wheatley Group Executive Directors. The Chief Executive of Wheatley Group will nominate a number of members to attend a meeting.

**Stage 2:** If agreement still cannot be reached and both parties consent, ACAS will be approached to provide conciliation services in an attempt to find a suitable resolution to the issue.

**Stage 3:** If, following full consultation with members on any new proposed settlement, agreement still cannot be reached, the union will undertake a consultative postal ballot of all members to ascertain whether they wish to:

- a) accept or reject management's final offer
- b) enter into independent arbitration to resolve the issue, or
- c) Undertake a formal ballot for industrial action

The union agrees to advise management of the result of any such consultative ballot.

**Stage 4:** Should the membership agree the matter may be referred by ACAS to an independent arbitrator who is acceptable to all sides. The arbitrator will aim to find a negotiated settlement but, if this is not possible, the arbitrator's decision will be binding on both parties.

In the unlikely event that this procedure is exhausted and no resolution is reached, the union reserves the right formally to ballot its members for industrial action. However, should these circumstances arise, the union will make every effort to ensure special provisions are made to maintain the safety and care of Loretto's most vulnerable people.

Loretto and Unite recognise the need to work to a realistic timetable to ensure that issues are resolved as speedily as possible. Both parties agree to work constructively, with the aim of resolving a dispute within a maximum of six months.