

RECOGNITION & CONSULTATION AGREEMENT

BETWEEN

ARK HOUSING ASSOCIATION Ltd

AND

UNITE THE UNION

March 2013

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Subject:	Paragraphs
Objectives	1.1 – 1.4
Scope	2.1 – 2.4
General Principles	3.1 – 3.6
Union Representation	4.1 – 4.4
Facilities	5.1 – 5.2
Union Meetings	6.1 – 6.2
Check Off System	7.1
Joint Consultation And Negotiation	8.1 - 8.2
Confidentiality & Disclosure Of Information	9.1
Variation Of Agreement	10.1

OBJECTIVES

- 1.1 The purpose of this Agreement is to define Union recognition, consultation and representational arrangements within ARK Housing Association Ltd (ARK) and to establish a framework for negotiation and consultation.
- 1.2 Good industrial relations are a joint responsibility of both parties and need the continuing co-operation of all concerned - management, trade unions and individual employees. This Agreement is designed to encourage and assist that co-operation.
- 1.3 The parties recognise the importance of ensuring that all management, union and employee relationships are based on mutual understanding and respect and that employment practices are conducted to the highest possible standards.
- 1.4 ARK aims to comply with Directive 2002/14/EC on Information and Consultation and the Information and Consultation of Employee Regulations 2004. Please see Appendix 1 for further information.

2. SCOPE OF THIS AGREEMENT

- 2.1 This Agreement is made between ARK Housing Association Ltd subsequently referred to as "ARK" and Unite the Union subsequently referred to as 'the Union'.
- 2.2 All employees are covered by this Agreement and ARK recognises the Union as having sole recognition and consultation rights for staff. The recognition and consulting rights shall cover all terms and conditions of employment; all policies relating to terms and conditions of employment, financial and organisational matters which impact significantly on staffing levels and work practices and on the employment and terms and conditions of employees
- 2.3 The Agreement will also provide an opportunity for members to discuss and consider the economic, business and policy challenges facing ARK.
- 2.4 The Union will have representational rights for employees and this shall be reflected in the policies and procedures of ARK.

3.0 GENERAL PRINCIPLES

- 3.1 ARK believes that early and meaningful consultation with the Union capable of representing staff with authority and responsibility is essential to the maintenance of good industrial relations.
- 3.2 ARK recognises the Union's responsibility to represent the interests of staff and its members where appropriate.
- 3.3 The Union recognises the responsibility of ARK to manage its affairs in an effective and efficient manner.
- 3.4 The Union accepts that ARK has a right to communicate and consult directly with its staff.
- 3.5 ARK and the Union recognise their common interests and joint purpose in furthering the aims and objectives of ARK and in achieving "reasonable solutions in all matters which concern them. Both parties declare their common objective to maintain good industrial relations.

- 3.6 ARK will consult on and give adequate notice to the Union of proposed changes under 2.2 to allow consultation to take place.

4 UNION REPRESENTATION

- 4.1 ARK acknowledges the choice of employees to join the Union and participate in activities of the Union. ARK will inform all new employees of this Agreement and will encourage them to join the Union.
- 4.2 It is agreed that staff members of the Union will elect representatives in accordance with this Agreement to act on their behalf in accordance with this Agreement. The Union agrees to inform ARK of the names of all elected representatives in writing and to inform the management in a similar manner of any subsequent changes. This notification will be issued from the office of the Unite Full Time Officer with the responsibility for co-ordinating the Unite National Negotiating Team.
- 4.3 It is also agreed that the Union will elect health and safety representatives from amongst its members. A Union representative may be the health and safety representative.
- 4.4 It is agreed that any member of staff duly elected as representatives will be permitted the opportunity to attend an induction/training course run by the Union. Any additional Unite training will be agreed after consideration of its relevance to ARK as the employer and Unite members within ARK.

5 FACILITIES

- 5.1 ARK will provide paid time and facilities for Union representatives to carry out their functions effectively.
- 5.2 See attached Schedule 1 detailing Facility agreement.

6 UNION MEETINGS

- 6.1 Meetings of Union representatives to discuss specific issues will be held from time to time, with pay during working hours. The timing of such meetings should be by mutual agreement. Permission for such meetings will not be unreasonably withheld.
- 6.2 See attached Schedule 2 detailing Representative Structure.

7 CHECK OFF SYSTEM

7.1 It is agreed that a check off system will operate whereby ARK will deduct Union subscriptions from the salaries of Union members and pay them to the designated Union office. Individual members will authorise deductions in writing, appropriate forms being provided by the Union representatives

8 JOINT CONSULTATION AND NEGOTIATION

8.1 ARK undertakes to consult and negotiate with the Union on all specified matters.

8.2 ARK and the Union are committed to keeping each other informed and providing all relevant information necessary to facilitate consultation and negotiation on issues specified under 2.2.

Consultation

Consultation is an exchange of views which attempts to reach agreement.

It can be used to provide an opportunity for early discussion on areas which may be subject to negotiation at a later date.

Negotiation

Negotiation is the process of discussion between ARK and the Union for the purpose of reaching agreement and avoiding disputes.

Matters which can be dealt with through negotiation are as at section 2.2 of this Agreement.

Arrangements are shown under Procedures for the Avoidance and Resolution of Disputes procedures and are detailed separately.

9. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

The Union must not, under any circumstances, disclose or make public, to any person or organisation, any confidential information about ARK Housing Association’s organisation, business, finance, transactions, policy or interests or about its tenants, clients or associates.

10. VARIATION OR TERMINATION OF AGREEMENT

This Agreement may only be varied by the mutual agreement of both parties. In the event of either party wishing to terminate this Agreement, the other party will be given six months notice in writing, during which period the Agreement will remain in force.

Signed on behalf of Unite the Union: _____

Signed on behalf of ARK Housing Association Ltd: _____

Dated: _____

SCHEDULE 1
FACILITIES AGREEMENT
BETWEEN
ARK HOUSING ASSOCIATION LTD
UNITE THE UNION

CONTENTS

Subject	Paragraphs
Introduction	1.1 – 1.4
Accredited Representatives	2.1 – 2.2
Paid Time Off For Trade Union Duties	3.1 - 3.4
Time Off For Trade Union Activities	4.1 - 4.2
Time Off For Training Representatives	5.1 – 5.3
Facilities	6.1

1 INTRODUCTION

- 1.1 This Agreement has been drafted, in consultation with ARK Housing Association Ltd (ARK) and Unite the Union (the Union).
- 1.2 ARK recognises that representatives of the Union require reasonable time off and facilities in order to carry out their duties and activities effectively.
- 1.3 The Union accepts that any requests for time off should be made sensibly and facilities provided by the employer used in the most cost effective way.
- 1.4 Parties recognise that it is impossible to be prescriptive about all duties, activities and the time required to carry them out. However, it is agreed that requests for time off and facilities will be granted wherever it is reasonable in all the circumstances.

2 ACCREDITED REPRESENTATIVES

- 2.1 Unite the Union will be entitled to appoint accredited representative at a Local and National level as per Schedule 2 Representative Structure.
- 2.2 The Union will be required to send written confirmation of elected representatives or any subsequent changes to the Human Resources Director in line with current legislation at the time of election, who will confirm if acceptable. Non-acceptance of an elected representative would be discussed with the Full Time Officer and only occur in exceptional circumstances.

3 PAID TIME OFF FOR TRADE UNION DUTIES

- 3.1 There is a statutory right for accredited representatives to be permitted reasonable paid time off during working hours to carry out certain Union duties.
- 3.2 The employer will give accredited representatives who are rostered for duty at the time of the meetings reasonable time off with pay for undertaking the following:
 - consultation
 - negotiations
 - health and safety duties
 - representation
 - training for Union duties which are approved by Unite the Union.
- 3.3 Pay, for those purposes, will be defined as the amount the representatives would have earned had they worked during the time off taken.
- 3.4 Staff who are required to carry out Union duties and are not rostered for duty may, by arrangement with management, be authorised to receive payment or time off in lieu as appropriate.

4 TIME OFF FOR TRADE UNION ACTIVITIES

- 4.1 Any employee who is an accredited representative is to be permitted reasonable time off with pay (this will not include expenses) during working hours to take part in any union activity by agreement with the Human Resources Director.
- 4.2 There is no right to time off for Trade Union activities which themselves consist of industrial action.

5 TIME OFF FOR TRAINING ACCREDITED REPRESENTATIVES

- 5.1 Reasonable time off with pay, this will not include expenses, will be given to every accredited representative for the purpose of receiving relevant training which will enable them to carry out their Union duties.
- 5.2 The training must be approved by the TUC, STUC, or Unite the Union.
- 5.3 All requests for paid time off for training should be made to the line manager.

6 FACILITIES

- 6.1 ARK will allow the accredited representatives reasonable telephone and administrative facilities

SCHEDULE 2
ARK HOUSING ASSOCIATION LIMITED
AND
UNITE THE UNION
REPRESENTATIVE STRUCTURE

Levels of Representation

Local:

Each service, project and Head Office will have an accredited representative for local communication and other local purposes.

Local Authority Area:

Each Local Authority area will have one elected Representative and one elected Assistant Representative (where possible).

Areas of representation will normally be determined by services funded by individual Local Authorities.

Head Office would normally be deemed to be a separate area of representation.

Where changes to areas of representation take place, discussions with the Unite Full Time Officer and the CEO will take place to ensure that representation remains appropriate and that changes to areas of representation are implemented effectively

National:

Each job role within ARK will have accredited representation at the National Joint Meeting. The National Joint Meeting will comprise of representatives from:

1. Support Worker job role
2. Team Leader job role
3. Services Manager
4. The Priory

4 Management Representatives will also be in attendance.

MEETINGS

Local:

There will be a local workplace meeting of Union members three times a year as scheduled. These will be in working time but where it is difficult for all to attend appropriate arrangements will be made. Further meetings may be held by agreement and arrangement with management.

Conduct:

Chair: Elected Local Representative
Attendance: All **Union members** in the workplace.
Duration: During working hours and approximately 2 hours
Venue: Workplace.

Local Authority Area:

There will be a meeting for Union members within the Local Authority area three times a year as scheduled. These meetings will take place during working time. It is expected that the Local Authority Elected Representative (or Assistant Representative if applicable) will attend these meetings. It is recognised that it will be difficult for all staff to attend and that at least one person from each project or service should attend and where possible should include the Local Elected Representative.

Conduct:

Chair: Local Authority Elected Representative.
Duration: During working time and for approximately 3 hours.
Venue: By arrangement.
Agenda: Items for agenda may be submitted by any Union member/workplace at least 2 weeks prior to the meeting. Local Authority Elected Representatives will compile agenda and circulate at least 1 week prior to the meeting.
Minutes: Assistant Representative, if in attendance, or delegated member will take the minutes. These are to be circulated to **Union members**.

It is expected that there should be regular contact between the Local Authority Elected Representatives and the Community Networks Services Managers.

In the case of Head Office the Local Elected Representative will meet with the HR Director at least three meetings a year should be scheduled.

National Joint Meeting:

There will be 4 National Joint Meetings a year.

Conduct :

- Chair The Chair will rotate between the Unite Full Time Officer and the Chair of the Management team.
- Attendance Accredited Representation from each Job Role and Management Representatives.
- Duration During working time and for approximately 3 hours.
- Venue Head Office.
- Quorum: 3 Management (which will include the HR Director)
 3 Unite Representatives (1 of whom may be the Unite Full Time Official)
- Agenda: Both Unite the Union and Management may submit agenda items to HR who are responsible for compiling the agenda. Items should be tabled at least 2 weeks prior to the meeting. Exceptionally late items may be tabled by Agreement.
- Minutes: Minute taker will be arranged by a member of HR. Minutes will be agreed by both the Chair of the Management and the Unite Full Time Officer prior to circulating.

Regular contact between the Unite Elected Representatives and Management is to be encouraged.

National Negotiations:

Once a year, as part of the 4 National Joint Meetings as noted above, there will be national negotiations to discuss changes to terms and conditions of employment. There will be a facility for a pre-meeting of the Negotiating teams prior to the Negotiating meeting.

Conduct

- Lead Unite the Union and Management teams will be led by their respective Chair or designated person.
- Quorum Three members of National Joint Meeting in a Union capacity, ARK's Chief Executive, plus 3 other members representing the employer. An additional HR post may also attend in advisory capacity.
- Duration During working time and as required.
- Venue Head Office
- Agenda The National Joint Meeting will submit a claim to Management following consultation with members. This claim to be with Management at least 3 weeks prior to the meeting. Any proposal by Management must be made in writing to the National Joint Meeting at least 3 weeks prior to the meeting.
- Minutes Minute taker and circulation of minutes will be arranged by HR.
- Decision Following Negotiations, the offer tabled will be put to the Union membership for acceptance in a ballot of all members. The ballot to be organised by Unite the

Union in arrangement with the Management. If an offer is rejected by the Union membership, the matter will be referred back to the National Negotiating Meeting for further discussion.

SCHEDULE 3

ARK HOUSING ASSOCIATION LIMITED

AND

UNITE THE UNION

PROCEDURE FOR THE AVOIDANCE AND RESOLUTION OF DISPUTES

At the regular meetings to be held between the Chief Executive or member of management with delegated authority and the Union representatives, it will be possible to discuss any issues of collective concern and interest. In so doing it is hoped that the areas for collective dispute will be few. Where an issue of staff grievance or dispute arises it is the intention of both parties to secure an early and satisfactory resolution.

Stage One

The matter will be raised by the Union representative with the appropriate member of management and a meeting held to discuss the matter within three days. Both parties will attempt to resolve the dispute. If further meetings are required these should be undertaken without undue delay. The outcome of the discussion will be conveyed in writing to the Union representatives within five working days of the final meeting.

Stage Two

If a matter is not resolved at stage one, the matter will be referred to the appropriate senior manager in writing and a meeting held within five working days. The Union representatives may request the attendance of the Full-time Official of the Union at the meeting. The outcome of the meeting will be put in writing and signed by both parties.

Stage Three

If the matter is not resolved at stage two the matter will be referred to the Chief Executive in writing and a meeting held within 10 working days. The Union representatives may request the attendance of the Full Time Official of the Union at the meeting. The outcome of the meeting will be put in writing and agreed by both parties.

Stage Four

If the matter is not resolved at Stage three the matter will be referred in writing to the Chairperson of the Board of Management of ARK Housing Association Ltd and a meeting with representatives of the Board of Management held within fifteen working days. The Union representatives and the Full-time official of the Union will be in attendance. The outcome of the meeting will be put in writing and agreed by both parties.

Stage Five

Failing satisfactory settlement at Stage Four the issue, provided both parties agree, may be referred to the Advisory, Conciliation and Arbitration Service (ACAS) for conciliation.

Status Quo

Time Limits

Until such time as the Avoidance of Disputes Procedure is exhausted the status quo will remain. Should the viability of the organisation be in question the application of the status quo in this instance would be reviewed by both parties.

Time limits stated above may be extended by mutual agreement.