



RECOGNITION AGREEMENT

This agreement is made on 1 December 2023 between:

- (1) UoG Commercial Limited of University Avenue, Glasgow, G12 8QQ ("UoGC");
and
- (2) Unite the Union of John Smith House, 145-165 W Regent St, Glasgow, G2 4RZ (the "Trade Union" or "Unite").

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Definitions

In this Agreement the following definitions apply:

UoGC: UoG Commercial Limited. A subsidiary company wholly owned by the University of Glasgow, providing a staffing service to Catering & Events.

Trade Union: refers to Unite the Union who are the solely recognised Trade Union for the UoGC business.

Partner: means, for the purposes of this agreement, all individuals engaged directly as employees or workers by UoGC.

Union Representative: means any Unite representative or those Partners belonging to Unite who are elected by the Partners to represent their interests.

Consultation: means engaging in joint dialogue when proposals are at a formative stage to enable UoGC to take account of the views of the recognised Trade Union prior to decisions being taken and implemented.

Negotiation: means engaging in dialogue with the Trade Union, with a view to reaching agreement.

1. Introduction

1.1 The terms of this agreement are binding in honour only and do not constitute a legally enforceable agreement.

1.2 UoGC exists to fulfil its aims and objectives, which are providing a staffing service to Catering and Events and the Trade Union recognises the fundamental right of UoGC to be responsible for its management, organisation and policy implementation to achieve these aims and objectives.

UoGC recognises Unite's rights and responsibilities to represent the interests of its members.

1.3 UoGC and the Trade Union have common objectives to:

- 1.3.1 maintain good employment practices and industrial relations;
- 1.3.2 encourage regular two-way communication with Partners;
- 1.3.3 ensure that all Partners are treated fairly and equitably;
- 1.3.4 advocate shared values of UoGC and promote an inclusive and open culture;
- 1.3.5. promote a culture of mutual understanding, of high-quality employment and opportunity at a standard above and beyond the wider hospitality and events sector.

2. Purpose

2.1 The purpose of this agreement is to set out the arrangements for trade union recognition of Unite by UoGC.

2.2 The Bargaining Unit for which Unite shall be recognised comprises of all Partners employed in positions below Operations Manager level (the "Bargaining Unit").

2.3 Unite will be entitled to conduct collective bargaining on behalf of Partners within the bargaining unit in respect of the following matters before they are presented to the UoGC Board for sign off or approval:

- 2.3.1 the annual review, benchmarking and setting of pay ranges
- 2.3.2 the annual pay for performance reward matrix;
- 2.3.3 hours of work;
- 2.3.4 holiday pay and entitlement;
- 2.3.5 health and safety;
- 2.3.6 equal opportunities;
- 2.3.7 UoGC will work in partnership and consult Unite with regards to the development of/changes to procedures and working practices and contractual/non-contractual policies including but not limited to sick pay arrangements, pensions, training & development, equality & diversity, notice periods and the working environment.
- 2.3.8 UoGC will consult Unite on any potential restructuring, particularly if Partners' employment may be affected, and on anticipated changes in the organisation of work or matters of a contractual nature which may include management of organisational change and transfer of Undertakings.

3. Trade Union Recognition

3.1 This agreement recognises the right of any Partner to join Unite, hold office within Unite and benefit from trade union representation. It is acknowledged that Partners who are members of Unite will be subject to their rules and constitution. Furthermore, Unite members will be entitled to meet elected representatives individually or collectively during the working day, providing

reasonable notice and approval has been given by line management with respect to operational requirements.

3.2 UoGC agrees that it will use reasonable endeavours to inform new Partners who join the Bargaining Unit of Unite. Wording will be included in the Partner Handbook introducing Unite, giving details on how to contact Union representatives and becoming a member.

3.3 UoGC will arrange for payroll deductions of trade union subscriptions for Partners paid through payroll where this is supported by a written authorisation from the Partner. Unite will be responsible for obtaining written authorisation from Partners and the amount deducted will be in accordance with the policy of Unite.

4. Appointment of Trade Union representatives

4.1 Unite members will elect Union Reps in accordance with the rules of the Union to act as their spokespersons and to represent their interests. Facilities will be provided by UoGC for elections to be held as required by Union rules.

4.2 In the event that a Trade Union representative resigns or is relieved from office, Unite agrees to advise UoGC within one month of the event.

4.3 UoGC and Unite agree, that on a case-by-case basis and subject to prior agreement, appropriate Partner colleagues may shadow at relevant meetings for the purposes of development and gaining experience.

4.4 A proportionate number of UoGC Partners will be elected as representatives (shop stewards) by and on behalf of their colleagues. In addition Unite will seek to elect safety representatives through whom specific matters relating to health, safety and wellbeing can be raised and addressed at a local level.

5. Responsibilities and duties of Trade Union representatives

5.1 Each Trade Union representative shall, insofar as their duties in that capacity are concerned, be subject to the control of Unite and will operate within the agreed procedural arrangements set out within this agreement.

5.2 Each representative of Unite will represent the interests of Unite and Trade Union members within the Bargaining Unit.

5.3 Any action taken by representatives of Unite in good faith and in pursuance of their duties as a representative of Unite shall not affect their employment or career prospects within UoGC.

5.4 The duties of the Trade Union representatives will include the following:

5.4.1 negotiating with the UoGC's management about the matters listed at clause 2.3 above;
and

5.4.2 consulting with UoGC's management on ad-hoc business changes and non-contractual matters.

5.4.3 raising Health and Safety matters through the University's Health, Safety and Wellbeing Committee where such matters cannot be resolved at a local level.

5.5 At all times, the Trade Union representatives will undertake their duties diligently and in accordance with this agreement.

5.6 Without prejudice to clause 6 below in all other respects, the Trade Union representatives will conform to the same working conditions and duties of their fellow Partners.

5.7 If a Trade Union representative is to become the subject of the formal stages of any UoGC procedure covering Discipline, Capability, Grievance etc for whatever reason, before commencing the procedure, UoGC will inform the Branch Secretary and/or the Branch Chair/President or the Full Time Official of Unite.

6. Time off work for Trade Union duties and activities

6.1 UoGC agrees to consider requests for time off from any Partner who is an official of Unite or Unite Trade Union representative so that UoGC can comply with its statutory duties to allow such time off.

6.2 Reasonable notice of any requests for time off from Partner Trade Union representatives within this clause must be made to their line manager.

6.3 Where it is not practicable to give reasonable advance notice of such requests, UoGC will use reasonable endeavours to accommodate such requests, subject always to the operational needs of the business which will take priority. In such instances where these relate to internal matters or procedures, UoGC will reschedule with reasonable notice by mutual agreement such that no Union member will face detriment due to the unavailability of representatives.

6.4 Detailed rules on time off work for Trade Union duties and activities, and providing facilities are set out in the appendix detailing facilities and time off for trade union duties and activities.

6.5 Where UoGC Partners incur expenses in order to perform their duties in support of members at meetings convened by UoGC, these will be reasonably considered for reimbursement by UoGC.

7. Facilities

7.1 Union representatives will be provided with a Unite email address and access to Unite office facilities on campus. Beyond this subject to its operational requirements, UoGC agrees that it will use its reasonable endeavours to provide the following facilities to the Trade Union representatives for them to perform efficiently the duties referred to in clause 5.4 above. Such facilities may include:

- 7.1.1 a lockable storage facility (within the main catering offices at 1a The Square)
- 7.1.2 use of meeting rooms;
- 7.1.3 use of stationery, photocopying, and postal facilities;
- 7.1.4 use of PCs and the wider University's computer network including technical support, subject to the University's IT regulations;
- 7.1.5 access to a colleague-facing noticeboard in any UoGC building where applicable and the opportunity to distribute Unite materials accordingly.

8 Joint Negotiating Committee

8.1 A joint negotiating committee (JNC) will be established to facilitate collective bargaining on those matters referred to at clause 2 above.

8.2 UoGC's Partners will be represented in the JNC by relevant representatives from Unite including the Trade Union Officer.

8.3 UoGC will be represented by the Head of Catering & Events and an Operations Manager with relevant members of People & OD in attendance. NB – People & OD colleagues will not have any voting rights.

8.4 The JNC will be jointly chaired by the Executive Director, Commercial Services and the UofG Unite Branch Secretary or other appropriate Unite elected representative.

8.5 The JNC shall require 4 members present in order to be quorate, two from UoGC and two from Unite.

8.6 All agreements made will be in writing and signed by a representative of UoGC and Unite.

8.6 Meetings of the JNC will take place quarterly and be diarised accordingly, with scope to cancel a meeting by mutual agreement if not required. Beyond this, an additional meeting may be requested by either party.

8.6.1 The Parties may agree to establish sub-committees of the JNC or informal working groups to consider matters for consultation which are of relevance on an ad-hoc basis. The membership and administration arrangements will be agreed as required and such sub-committees will report to and (where necessary) seek approval by the JNC.

8.7 Unite agrees to submit its proposals for any formal matters of business under clause 2 above wherever possible no later than one calendar month before the date of the meeting with papers being circulated no later than one week in advance of the meeting.

8.8 The JNC will discuss Unite's proposal and both parties agree to make every effort to achieve agreement on the matters discussed.

9 Provision of Information

9.1 UoGC undertakes to supply Unite with relevant information for the purposes of enabling effective consultation and negotiation in accordance with Section 181 of the Trade Union and Labour Relations (Consolidation) Act. This shall include but not be limited to the UoGC's employment policies, procedures, and relevant information with regard to recent or impending developments and where appropriate its economic situation.

10 Dispute Procedure

10.1 UoGC and Unite are committed to working towards agreed outcomes. Both parties accept that they have a joint responsibility to discuss potential disputes informally at the earliest stage possible. If, exceptionally, agreement cannot be achieved, the following procedure should be followed:

10.1.1 Formal notice of any dispute should be sent to the Chair of the Board of UoGC for consideration by the Board.

10.1.2 In the event that a mutually agreed outcome cannot be reached, a Failure to Agree may be lodged. This may take the form of a minuted statement in a JNC meeting or subcommittee of the JNC, or by giving formal notice in writing.

10.1.3 Following receipt of a Failure to Agree, both parties will then agree to hold two Dispute Resolution meetings, unless agreed otherwise, within 10 working days receipt of the Failure to Agree.

10.1.4 The Dispute Resolution meetings shall be chaired by a mutually agreed Chair, for example, an appropriate manager, a member of the Board (including Board Partners), a member of People & OD, or a suitably trained member of UoGC or University staff. UoGC will be represented by members of the Board, as appropriate, and the Union side will be represented by Elected Representatives and regional Full Time Officials, as appropriate.

10.1.5 The focus of these meetings will be to reach a settlement on the dispute and should seek to include recommendations on how similar disputes may be avoided in future.

10.1.6 Should a resolution not be forthcoming, both parties may seek to consider whether any further Dispute Resolution meetings may be necessary, or whether third party assistance from ACAS may be useful, for mediation and conciliation in a further meeting. This decision must be by mutual agreement.

10.1.7 Throughout the period of the Dispute Resolution process, including any third party assistance, UoGC will not impose a resolution and the Union will refrain from taking any form of industrial action until the Procedure has been fully exhausted. This does not preclude consultative ballots taking place, as these are not a form of industrial action.

11 Duration

11.1 This agreement takes effect from 1 December 2023 and shall continue thereafter unless modified by agreement in writing between both parties or terminated in whole or in part by either party giving the other not less than three months' notice in writing.

Signed by Matthew Gilmour, Head of Catering & Events

A handwritten signature in black ink, appearing to read 'Matthew Gilmour', written in a cursive style.

[Signature on behalf of UoG Commercial Limited]

Signed by Tom Queen, Branch Secretary - Unite The Union (University of Glasgow Branch)

A handwritten signature in black ink, appearing to read 'Tom Queen', written in a cursive style.