

**RECOGNITION AND PROCEDURE AGREEMENT BETWEEN
GLASGOW SCHOOL OF ART
AND EACH OF THE FOLLOWING FOUR TRADE UNIONS:
THE EDUCATIONAL INSTITUTE OF SCOTLAND (EIS), UNIVERSITY AND COLLEGE UNION (UCU),
UNISON AND UNITE**

1. Interpretation

In this agreement, unless the context requires otherwise, the following expressions have the meanings assigned to them:

- The "Glasgow School of Art" (GSA) means the Executive of The Glasgow School of Art on behalf of its Board of Governors.
- "Trade Union" (TU) means the local branch of the EIS, UCU, UNISON and UNITE at GSA, acting through its elected office-bearers.
- "Staff" means all members of all staff employed by the GSA within its Pay Framework.
- "Forum" means the joint consultative and negotiating forum established by this agreement.
- "Consultation" means the exchange of relevant information and the joint consideration of issues and proposals with a view to reaching agreement where possible.
- "Negotiation" means the formal process of establishing agreed terms between Glasgow School of Art and the Trade Unions (TUs) where required by this agreement.

2. Purpose

- 2.1 The spirit and intention of this agreement is to promote harmonious relations between the GSA in its role as employer and the respective branches of the four TUs. The GSA and the TUs acknowledge a common interest in the sustainable advancement of the educational and research aims of the GSA and in establishing terms and conditions of employment for staff to further these aims.
- 2.2 The purpose of this agreement is to establish procedures whereby the GSA and the TUs can consult and negotiate as appropriate on matters relating to the terms and conditions of employment and the professional activities of the staff in the GSA as set out in the following paragraphs. For this purpose the GSA hereby recognises the four named TUs as the sole bodies representing the academic, professional support and technical staff at the GSA for collective bargaining.

3. Scope

The GSA agrees to negotiate with the TUs the contractual terms and conditions of employment and the salary values and structures applying to members of GSA staff, in so far as these are not the subject of national bargaining procedures, and to consult with the TUs on other matters relating to the duties and responsibilities and the organisation of the professional activities of members of the staff and to the legislative responsibilities of the GSA as the employer

4. Procedures

- 4.1 A Joint Consultative and Negotiating Forum shall be established, consisting of up to four members appointed by the GSA and up to four members appointed by the TUs (i.e. one elected representative from each TU branch at GSA). The specific personnel on this Forum for a meeting may be drawn from an agreed pool from both GSA and TUs, and shall receive such regular information from GSA and the TUs as is necessary for its purposes. For the Forum to be quorate, each TU should be present at the meeting, along with representatives from the GSA.
- 4.2 Forum meetings shall normally be convened by a member appointed by the GSA.
- 4.3 Forum meetings shall be held as and when requested by either the GSA or the TUs, provided that there shall be at least one such meeting in each academic term/semester. Arrangements for the meetings shall be agreed between the Convener of the Forum and the elected representative(s) of each TU branch. The GSA will provide administrative support for the meetings, which shall normally be arranged within three weeks of a request being made.
- 4.4 Subject to mutual agreement, the representatives of the GSA and of the TUs may be accompanied by advisers who may be invited to address the Forum, but shall not have a say in 'outcome' decisions.
- 4.5 Decisions of the Forum shall require the assent of both the GSA and the TUs. Such decisions shall be set out in a jointly approved text.
- 4.6 Questions concerning the interpretation of any decision of the Forum shall be considered by the Convener of the Forum and the elected representatives of the TUs in the first instance and referred to the full Forum for resolution if necessary. In the event of a continuing divergence of view, the matter shall be recorded as a failure to agree, and it may be pursued as a formal dispute under paragraph 6 below.

5. Status

- 5.1 The GSA and the TUs acknowledge the importance of establishing and maintaining confidence in the negotiating and consultation arrangements voluntarily established under this agreement and confirm their intention to negotiate in good faith. Nevertheless it is acknowledged that the terms of this agreement are not legally enforceable.
- 5.2 This agreement does not detract from the right of communication between the GSA and its staff and between the TUs and their members.

6. Disputes

- 6.1 In the event of a dispute arising concerning the collective terms of employment, salaries or contractual obligations of the staff, or any other agreements reached under these procedures, the TUs agree to seek a resolution through negotiation or consultation as appropriate within the Forum in the first instance, and further agree to refrain from collective action until agreed procedures for conciliation have been exhausted. This includes consultation with full-time TU officials and, ultimately, recourse to external arbitration with, for example, ACAS; and the GSA agrees to maintain the *status quo ante* while the matter under dispute is subject to such procedures.

6.2 Such disputes are to be distinguished from any grievance which a member of staff as an individual, or, as one of a group of similarly placed individuals, may hold concerning the conduct of the GSA as the employer, and from any dissatisfaction which the GSA may have with the contractual performance of a member of staff. These matters shall be pursued in accordance with the formal grievance or disciplinary policies, as appropriate, promulgated by the GSA after consultation within the forum.

7. Trade Union Facilities

The GSA shall make available to representatives of the TUs reasonable facilities for the conduct of their trade union duties and activities, including the provision of paid time-off, accommodation, and communication facilities. Such provision will be subject to consultation and agreement within the Forum.

8. Variation

No variation to the terms of this agreement may be made except with the consent of the GSA and the four recognised TUs.

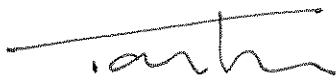
9. Implementation

This agreement will take effect as soon as it is signed on behalf of the GSA and the TUs and shall remain in force until all parties agree to depart from it or until any party withdraws following the lapse of a six month period of notice given in writing.

Signed on behalf of Glasgow School of Art:

Position:

Date:

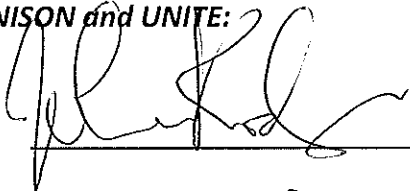


DIRECTOR

9th DEC 2014

**Signed on behalf of GSA Branch of the
EIS, UCU, UNISON and UNITE:**

EIS:



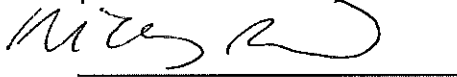
Position:

Representative

Date:

9/12/14

UCU:



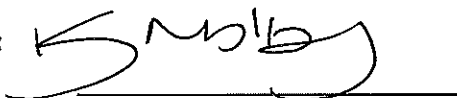
Position:

Branch Secretary

Date:

9/12/14.

UNISON:



Position:

Representative

Date:

9/12/14.

UNITE:



Position:

Representative

Date:

09/12/14