

EAST RENFREWSHIRE LNCT AGREEMENT

JNCT LOCAL FRAMEWORK AGREEMENT

March 2002



Education Department

**LOCAL RECOGNITION AND PROCEDURE
AGREEMENT**

between

EAST RENFREWSHIRE COUNCIL

and

**The Educational Institute of Scotland;
The Scottish Secondary Teachers' Association;
The Professional Association of Teachers;
The National Association of School Masters / Union of Women Teachers;
The Head Teachers Association of Scotland; and
The Association of Head Teachers in Scotland.**

1. East Renfrewshire Council hereby recognises The EIS, SSTA, PAT, NAS/UWT, HAS and AHTS as the sole representatives of the teaching staff, music instructors and educational psychologists employed by the council on all matters relating to conditions of service as defined in paragraph 3 of this recognition and procedure agreement.
2. The council and the recognised unions jointly affirm their commitment to the maintenance of good industrial relations and accept that this recognition and procedure agreement and any formal agreements which arise from it will be binding on the signatory parties.
3. All agreements, orders, settlements and determinations of the Scottish Joint Negotiating Committee for Teaching Staff in School Education dealing with:
 - cover agreements
 - appointment procedures
 - particulars of employment
 - expenses of candidates for appointment
 - transfer of temporary teachers to permanent staff
 - promotion procedures
 - staff development arrangements
 - specific duties and job remits
 - arrangements for school based consultation
 - other leave and absence arrangements
 - notice periods
 - housing
 - indemnification procedures
 - other allowances
 - discipline and grievance procedures

shall be adopted as the base for negotiations under the procedures established by this recognition and procedure agreement.

4. The purpose of this recognition and procedure agreement is to establish bargaining machinery and a negotiating procedure between the council and the signatory unions whereby relevant conditions of service can be determined for all teaching staff, music instructors and educational psychologists.
5. The council hereby recognises the unions who are signatories to this recognition and procedure agreement as the sole bargaining agents for the matters covered by this agreement.
6. The council will negotiate through a management side appointed by itself. The recognised unions will negotiate through a joint union side appointed by them collectively which will reflect, on a pro-rata basis, the respective membership strengths of each organisation. The management side and the joint union side will each appoint a secretary for their respective sides.
7. Negotiations between the two sides shall be conducted within a committee to be known as the East Renfrewshire Council Joint Negotiating Committee for Teaching Staff. The Joint Negotiating Committee shall not be a committee of the council for the purposes of sections 56 and 57 of the Local Government (Scotland) Act 1973 and shall not, therefore, be able to take decisions on behalf of the council. Meetings of the committee shall be held as and when requested by either side with the proviso that there will be at least 4 meetings in each calendar year. One of the meetings shall be designated the Annual General Meeting for the purpose of approving the membership of the JNC and reviewing any standing sub-committees. The Joint Secretaries shall be responsible for making the arrangements for meetings which shall be arranged within 21 days of a request being lodged, or otherwise by mutual agreement.
8. The composition of each side of the Joint Negotiating Committee shall be determined separately by the relevant side, but shall not exceed six members of each side. Each side shall be entitled to determine also substitute members not exceeding six in number and shall determine in respect of each substitute member whether that substitute is entitled to act as a substitute for only a specific member or for any member of the relevant side of the committee. Each side shall be entitled to authorise the presence of persons (not exceeding three in number in respect of each side) who are not members of the committee to act as advisers. A person present as an adviser shall have no voting rights. The committee may, from time to time, appoint from among its own members a sub-committee or sub-committees to discharge such of the functions of the committee as the committee may specify.
9. The quorum for a meeting of the committee shall be three from the management side and three from the joint union side. In the case of a sub-committee, the quorum shall be determined by the committee when the sub-committee is first established.

10. The committee shall appoint from among its members a management side convener and a teachers' side convener. The chair will alternate at successive meetings.
11. The committee shall appoint annually Organising Secretaries, one to be nominated by management and one to be nominated by the teachers' side. The Organising Secretaries may or may not be members of the committee and shall be responsible for:
 - a) preparing and issuing agendas and notices of meetings of the committee
 - b) agreeing the minutes of meetings of the committee for submission to the chair and for distributing approved copies of minutes as required
 - c) taking such action as may be required arising from decisions or recommendations of the committee.
12. A matter shall be agreed by the committee only if approved by both sides based on a majority of each side present and voting. Since in terms of paragraph 7 above, the Joint Negotiating Committee cannot take decisions on behalf of the council, the council hereby confirms that it has delegated powers to the Director of Education or Heads of Service, within the limits allowed through the Scheme of Delegation, to take whatever decisions are required on its behalf in relation to any matter within the terms of reference of the Joint Negotiating Committee. In relation to the signatory unions, each union hereby confirms that it has the authority to bind the union on whose behalf it signs this agreement.
13. Agreements reached between the two sides shall be set out in a text jointly approved by the two sides and the text will be subscribed by the Joint Secretaries. All local agreements shall be reported to the Scottish Negotiating Committee for Teachers.
14. The Joint Secretaries will be available to advise their respective sides on matters relating to agreements reached by the committee. In formulating such advice the Joint Secretaries may consult with each other whenever they think it appropriate.
15. In addition to the principal function of constituting a forum for the negotiation of relevant conditions of service, the functions of the committee shall include consultation on other relevant matters, it being understood that, in the performance of such consultation function, any conclusion reached by the committee shall have the status of, only, a recommendation and shall not be binding on the parties to this agreement.
16. This recognition and procedure agreement shall take effect as soon as it has been signed on behalf of the council and on behalf of the recognised unions.

17. No variation to this recognition and procedure agreement may be made except with the consent of the sides to this agreement.
18. The council hereby agrees to ensure that adequate paid time off work shall be granted to all union representatives on the Joint Negotiating Committee and that particular consideration shall be given to the amount of paid time off work required by the person appointed as union side joint secretary, as well as the necessary facilities covered by ACAS Code of Practice No 3.
19. The signatory parties to this recognition and procedure agreement acknowledge the importance of establishing and maintaining confidence in the negotiating arrangements established under this agreement and recognise the need to negotiate in good faith.
20. In the event of any dispute being declared between the two sides, or where there is a failure to agree at school level on any relevant matter, the council and the signatory unions should seek to resolve the matter, without delay, through discussion in the committee. The council further agrees not to implement any change which is the subject of dispute until the matter has been considered by the committee. The signatory unions, likewise, further agree not to implement any form of industrial action unless and until the committee has failed to achieve a resolution of the matter in dispute.
21. Where agreement is not possible, either side may refer the failure to agree to the Joint Secretaries of the SNCT for conciliation.

Signed on behalf of East Renfrewshire Council

Name

Designation

Date

Signed on behalf of The Educational Institute of Scotland

Name

Designation

Date

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