**Inverclyde Council**

**Education Services**

**‘Inverclyde – an Ambitious, Confident Council’**

**LNCT 01**

**Local Recognition and Procedure Agreement**

**Local Recognition and Procedure Agreement between Inverclyde Council and the Educational Institute of Scotland, the Scottish Secondary Teachers’ Association and the National Association of School Masters/Union of Women Teachers.**

1. Inverclyde Council hereby recognises the EIS, SSTA and NAS/UWT as the sole representatives of the teaching staff, Quality Improvement Team, Educational Psychologists and Music Instructors employed by the Council on all matters relating to conditions of service as defined in paragraph 3 of this Recognition and Procedure Agreement and other matters not subject to national bargaining.
2. The Council and the recognised trade 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 Negotiating Committee for Teachers 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
* Career-Long Professional Learning and Professional Update
* Specific duties and job remits
* Arrangements for school-based negotiation
* Other leave and absence arrangements
* Notice periods
* Housing
* Indemnification procedures
* Other allowances
* Discipline and grievance procedures

shall be adopted as the basis for negotiations under the procedure established by the Recognition and Procedure Agreement. All such agreements shall be subject to regular review no more than 5 years after having been agreed.

1. 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, Quality Improvement Team members, Educational Psychologists and Music Instructors.
2. The Council hereby recognises the unions who are signatories to the Recognition and Procedure Agreement as the sole bargaining agents for the matters covered by this Recognition and Procedure Agreement.
3. The Council will negotiate through a self-appointed Management Side. The recognised trade unions will negotiate through a Joint Union Side appointed 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.
4. Negotiations between the two sides shall be conducted within a committee to be known as the Inverclyde Council Local Negotiating Committee for Teachers (LNCT). Meetings of the LNCT shall be held as and when requested by either side with the proviso that there will be at least one meeting each calendar year, which shall be designated the Annual General Meeting, for the purpose of approving the membership of the LNCT, reviewing any standing sub-committees and agreeing the annual priorities.

The joint secretaries shall be responsible for making the arrangements for meetings which shall be arranged within twenty-one days of a request being logged or otherwise by mutual agreement, and for the administration of meetings. Normally, notice of a meeting shall be no less than seven working days. The secretaries will be involved in negotiations at the informal LNCT and advisors to the formal LNCT.

1. The composition of each side of the LNCT shall be determined by the sides separately, but shall not exceed four members of each side excluding the joint secretaries. The LNCT may, from time to time, appoint from among its own members a sub-committee or sub-committees to discharge each of the functions of the LNCT, as the LNCT may specify.
2. The LNCT will establish an informal LNCT to take forward the LNCT’s agreed priorities. The informal LNCT will consist of the joint secretary from each side plus four others nominated from each side.
3. The quorum for a meeting of the LNCT 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 LNCT when the sub-committee is first established.
4. The Convenorship of the LNCT will be on the basis of annual rotation. The Council Side will determine the Convenor for a period of one year commencing with the first meeting of the LNCT and the Teachers’ Side determine the Vice-Convenor for that period. For the next year the Convenor and Vice-Convenor will be determined by respectively, the Teachers’ Side and the Council Side. The Convenorship and Vice- Convenorship will, thereafter be the subject of rotation. The Convenor shall not have a casting vote.
5. Agreements reached by the LNCT shall be binding on the Council and signatory unions where these agreements are within the delegated powers of the Director of Education, Communities and Organisational Development and Head of Organisational Development, Human Resources and Communications. Otherwise, these agreements will require to be referred to the appropriate committee of the Council for approval.
6. A substitute member may attend a meeting of the LNCT and vote, only if the member for whom they are substituting is not present.
7. 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.
8. The joint secretaries will be available to advise their respective sides on matters relating to agreements reached by the LNCT. In formulating such advice, the joint secretaries may consult with each other whenever they think it appropriate.
9. 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 Teachers’ Side.
10. No variation to this Recognition and Procedure Agreement shall be made except with the consent of both sides to this agreement.
11. The Council hereby agrees to ensure that adequate paid time off shall be granted to all union representatives on the Local Negotiating Committee for Teachers 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.
12. 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.
13. 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 signatory unions should seek to resolve the matter, without delay, through discussions in the LNCT. The Council further agrees not to implement any change which is the subject of dispute until the matter has been considered by the LNCT. The signatory unions, likewise, further agree not to implement any form of industrial action unless and until the LNCT has failed to achieve a resolution of the matter in dispute.
14. Where agreement between the two sides of the LNCT is not possible, either side may refer the failure to agree to the Joint Chairs of the SNCT for conciliation. If the conciliation is unsuccessful the Joint Chairs of the SNCT may recommend further procedures for resolution of the difference, including external conciliation or mediation. If the conciliation is still unsuccessful then the matter may be referred to the Council’s Policy and Resources Committee.

|  |  |
| --- | --- |
| Signed on behalf of the Council:Name:Designation:Date: | Signed on behalf of the Teachers’ Side:Name:Designation:Date: |