



LNCT: 22-01

JOINT NEGOTIATING COMMITTEE FOR TEACHERS


LOCAL RECOGNITION & PROCEDURE AGREEMENT

Local Recognition and Procedure Agreement between East Ayrshire Council, and The Educational Institute of Scotland (EIS), The Scottish Secondary Teachers' Association (SSTA), Voice Community, The National Association of School Teachers Union of Women Teachers (NASUWT), School Leaders Scotland (SLS) and The Association of Head Teachers and Deputies in Scotland (AHDS).

- 1 East Ayrshire Council hereby recognises the EIS, SSTA, VOICE COMMUNITY, NASUWT, SLS and AHDS as the sole representatives of the teaching staff, music instructors, educational psychologists, educational support officers and quality improvement officers 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 Negotiating Committee for Teaching Staff (SNCT) 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;
 - housing;
 - indemnification procedures;
 - other allowances;
 - discipline and grievance proceduresshall 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, educational psychologists, educational support officers, quality improvement officers and staff employed in terms of the SNCT conditions of service.
- 5 The Council hereby recognises the unions who are signatories to this Recognition and Procedure Agreement as the sole bargaining agents for the matters set out in paragraph 3 of 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 ensuring that each signatory union is represented. The management side and the joint union side will each appoint a secretary for their respective sides (the Joint Secretaries).

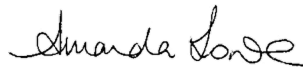
- 7 Negotiations between the two sides shall be conducted within a committee to be known as the East Ayrshire Council Local Negotiating Committee for Teachers (LNCT). Meetings of the Committee shall be held as and when requested by either side with the proviso that there will be at least three meetings in each calendar year. The first scheduled meeting in the Academic year will be designated the Annual General Meeting for the purpose of approving the membership of the LNCT and reviewing any standing subcommittees.
- 8 The Chief Governance Officer of East Ayrshire Council shall be the Clerk to the Local Negotiating Committee and his/her representative shall be responsible for making the arrangements, following consultation with the Joint Secretaries, for meetings, which shall be arranged within twenty one days of a request being lodged, or otherwise by mutual agreement, and for the administration of meetings. Normally, notice of meetings shall be no less than ten days.
- 9 The composition of each side of the Committee shall be determined by the sides separately but shall not exceed eleven members on each side. The Committee may, from time to time, appoint from among its own members a subcommittee or subcommittees to assist the Committee to discharge its functions. When appointing members to a subcommittee or subcommittees, the Committee shall also agree clear terms of reference for that subcommittee or those subcommittees, each side to appoint own members.
- 10 The quorum for a meeting of the Committee shall be six from the management side and six from the joint union side. The Chair and Vice-Chair or the Joint-Secretaries to be one of the six. In the case of a subcommittee, the Committee will determine the quorum when the subcommittee is first established.
- 11 The Chair and Vice-Chair of the Committee will be appointed on the basis of annual rotation. The management side will determine the Chair for a period of one year commencing with the first meeting of the Committee and every alternative year thereafter. The teachers' side will determine the Vice-Chair for a period of one year commencing with the first meeting of the Committee and every alternative year thereafter.
- 12 A matter shall be agreed by the Committee only if approved by both sides. Agreements reached by the Committee shall be binding on the Council and signatory unions for conditions delegated by the SNCT and detailed in paragraph 3. The Chief Education Officer & Head of Education, and Head of People and Culture are authorised to act on behalf of the Council within their delegated authority in reaching any agreement on matters not defined in paragraph 3.
- 13 An advisor from each side shall be entitled to be appointed and attend the committee. An advisor from the trade union side may be a fulltime officer from any of the recognised trade unions. An advisor from the management side may be someone with a particular expertise or skillset that is able to contribute on any matter subject to negotiation. A person present as an advisor will be permitted to address the committee;
- 14 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 will be reported to the SNCT.
- 15 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.
- 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 teachers' side.

- 17 No variation to this Recognition and Procedure Agreement may be made except with the consent of both 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 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 – Time off for trade union duties and activities.
- 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 that 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 between the two sides of the Local Negotiating Committee is not possible, on those matters devolved by the SNCT, 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, mediation or binding arbitration.

<p>Signed on behalf of the Management Side</p> <p>Name  LINDA McAULAY-GRIFFITHS</p> <p>Designation: Chief Education Officer and Head of Education</p> <p>Date 27 September 2022</p>	<p>Signed on behalf of the Management Side</p> <p>Name</p> <p>Designation: Head of People and Culture</p> <p>Date</p>
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<p>Signed on behalf of AHDS</p> <p>Name</p> <p>Designation</p> <p>Date</p>	<p>Signed on behalf of EIS</p> <p>Name</p> <p>Designation</p> <p>Date</p>
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Signed on behalf of the Management Side	Signed on behalf of the Management Side
Name	Name Amanda Lowe
Designation: Chief Education Officer and Head of Education	Designation: Head of People and Culture
Date	Date 20 May 2022 

Signed on behalf of AHDS	Signed on behalf of EIS
Name	Name
Designation	Designation
Date	Date

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Designation: Chief Education Officer and Head of Education	Designation: Head of People and Culture
Date	Date

Signed on behalf of AHDS	Signed on behalf of EIS
Name <i>K Domast</i>	Name
Designation <i>LOCAL REPRESENTATIVE HT. DARVEL PRIMARY SCHOOL</i>	Designation
Date <i>23.9.22</i>	Date


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Name	Name
Designation: Chief Education Officer and Head of Education	Designation: Head of People and Culture
Date	Date

Signed on behalf of AHDS	Signed on behalf of EIS <i>N Dasgupta</i>
Name	Name <i>NICOLA DASGUPTA</i>
Designation	Designation <i>Local Association Secretary</i>
Date	Date <i>26.05.22</i>

Signed on behalf of NASUWT	Signed on behalf of SLS
Name David Anderson 	Name
Designation Secretary	Designation
Date 20/05/2022	Date

Signed on behalf of SSTA	Signed on behalf of VOICE COMMUNITY
Name	Name
Designation	Designation
Date	Date

Signed on behalf of NASUWT	Signed on behalf of SLS
Name	
Designation	Name Martin Robertson
Date	Designation EAC SLS Representative
	Date 24 May 2022

Signed on behalf of SSTA	Signed on behalf of VOICE COMMUNITY
Name	Name
Designation	Designation
Date	Date

Signed on behalf of NASUWT	Signed on behalf of SLS
Name	Name
Designation	Designation
Date	Date

Signed on behalf of SSTA	Signed on behalf of VOICE COMMUNITY
Name <i>Ward McCormick</i>	Name
Designation <i>WARD MCCORMICK District Secretary</i>	Designation
Date <i>24.5.22</i>	Date

Signed on behalf of NASUWT	Signed on behalf of SLS
Name	Name
Designation	Designation
Date	Date

Signed on behalf of SSTA	Signed on behalf of VOICE COMMUNITY
Name	Name <i>Samantha W/Elkch</i>
Designation	Designation <i>VOICE UNION rep on</i>
Date	<i>LNCT</i> Date <i>25/5/22</i>