To: EDUCATION JOINT CONSULTATIVE COMMITTEE
From: DIRECTOR OF ADMINISTRATION
Date: 25 September 2001
Ref: JAF/IL

Subject: LOCAL RECOGNITION AND PROCEDURE AGREEMENT

1. Purpose of Report

1.1 This report invites the Joint Consultative Committee to approve a Local Recognition and Procedure Agreement.

2. Background

2.1 Following the publication of the report of the McCrone Inquiry into Professional Conditions of Service for Teachers an Implementation Group was established. The remit of the Implementation Group included a requirement to examine those recommendations in the McCrone Report which require formal negotiation and to consider detailed proposals for the implement of those recommendations.

2.2 The conclusions of the Implementation Group included conclusions on future negotiating machinery including national arrangements and local negotiations. With regard to local negotiations it is envisaged that there will be local negotiating committees for teachers with powers to vary certain devolved conditions of service agreements and to reach agreement on a range of matters not subject to national bargaining. It is, accordingly, necessary that there be concluded a Local Recognition and Procedure Agreement for North Lanarkshire.

3. Proposal

3.1 The Implementation Group devised, also, a skeleton Local Recognition and Procedure Agreement. From that skeleton a draft Agreement for North Lanarkshire has been produced and is attached as the appendix to the report. The Committee is invited to give consideration to this draft Agreement with a view to agreeing terms of a Local Recognition and Procedure Agreement for North Lanarkshire.

4. Recommendation

4.1 It is recommended that the Committee give consideration to the attached draft Local Recognition and Procedure Agreement with a view to agreeing the terms of a Local Recognition and Procedure Agreement for North Lanarkshire.

Members seeking further information on the contents of this report are asked to contact John Fleming, Head of Central Services on Extension 2228.
1. North Lanarkshire Council hereby recognises The Educational Institute of Scotland, The Scottish Secondary Teachers Association, The Professional Association of Teachers, The National Association of Schoolmasters/Union of Women Teachers, The Head Teachers Association of Scotland and The Association of Head Teachers in Scotland as the sole representatives of the teaching staff, advisers, educational psychologists and (insofar as employed within educational establishments) 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.

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 may 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 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/negotiation
• Other leave and absence arrangements
• Notice periods
• Housing
• Indemnification procedures
• Other allowances
• Working time arrangements

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, educational advisers, educational psychologists and (insofar as employed within educational establishments) music instructors.

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 Recognition and Procedure 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 of the signatory unions. 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 North Lanarkshire Council Joint Negotiating Committee for Teaching Staff. Meetings of the Committee shall be held as and when requested by either side with the proviso that there will be at least four meetings in each calendar year. One of those meetings shall be designated the Annual General Meeting for the purpose of noting the membership of the Joint Negotiating Committee and
reviewing any Standing Sub-Committees. The Director of Administration of North Lanarkshire Council shall be the Clerk to the Joint Negotiating Committee and he or his 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.

8. The composition of each side of the Joint Negotiating Committee shall be determined separately by the relevant side but shall not exceed nine members of each side (including, in each case, the joint secretary). Each side shall be entitled to determine, also, substitute members not exceeding nine in number and shall determine in respect of each substitute member whether that substitute member is entitled to act as substitute for only a specified member of the Committee or as substitute for any member of the Committee from the relevant side. The joint secretaries shall be bound to deliver to the Clerk not later than noon on the seventh day prior to the date fixed for the Annual General Meeting of the Committee formal intimation of the persons determined by the relevant side to be members of the Committee, of the persons determined by the relevant side to be substitute members and of the determination by the relevant side as to whether each substitute is entitled to act as substitute for any member of the Committee determined by the relevant side or for merely one or more specified member so determined. 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 members from the management side and three members 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 Convenership of the Committee will be on the basis of annual rotation. The Council side will determine the Convener for a period of one year commencing with the first meeting of the Committee and the teachers' side will determine the Vice-Convener for that period. For the second year the Convener and Vice-Convener will be determined by, respectively, the teachers' side and the Council side and the Convenership and Vice-Convenership will, thereafter, be the subject of rotation.

11. A matter shall be agreed by the Committee only if approved by both sides based on a majority of each side present and voting. Agreements reached by the Committee shall be binding on the Council and the signatory unions, and each of the parties hereto hereby confirms that they have the authority to bind the party on whose behalf they sign in terms of this Recognition and Procedure Agreement.
12. A substitute member may attend a meeting of the Committee and vote only if a member of the Committee for whom the substitute member is entitled to substitute as specified in the intimation made by the relevant joint secretary is not present at the commencement of the meeting. In the event of a substitute member commencing to act in place of a member in terms hereof, for the duration of the meeting at which the substitute member has commenced to act in place of the member of the Committee, that member of the Committee shall not be entitled to be present or to vote.

13. The Committee shall meet in private, but 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 and shall be entitled to address a meeting only with the specific prior consent of 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 shall be reported to the Scottish Negotiating Committee for Teachers.

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. Where agreement is not possible, either side may refer the failure to agree to the joint secretaries of the SNCT.

17. 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 declared 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.

18. 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.

19. No variation to this Recognition and Procedure Agreement may be made except with the consent of the sides to this Agreement.

20. The Council hereby agrees to ensure that 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 the union side joint secretary as well as the necessary facilities advised by ACAS Code of Practice No.3.

21. The signatory parties to this Recognition and Procedure Agreement acknowledge the importance of establishing and maintaining confidence in the negotiating arrangements established under the Agreement and recognise the need to negotiate in good faith.

22. 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 exercise its right 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.

Signed on behalf of the Council
Name
Designation Date

Signed on behalf of The Educational Institute of Scotland
Name
Designation Date

Signed on behalf of The Scottish Secondary Teachers Association
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Designation Date

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