



LOCAL RECOGNITION AND PROCEDURE AGREEMENT

between

MIDLOTHIAN COUNCIL

and

THE EDUCATIONAL INSTITUTE OF SCOTLAND;

THE SCOTTISH SECONDARY TEACHERS ASSOCIATION;

VOICE (SCOTLAND); and

**THE NATIONAL ASSOCIATION OF SCHOOLMASTERS/UNION OF WOMEN
TEACHERS;**

- 1 Midlothian Council hereby recognises The Educational Institute of Scotland, The Scottish Secondary Teachers Association, Voice (Scotland), and The National Association of Schoolmasters/Union of Women Teachers 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 Agreement 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 dealing with:
 - Other allowances
 - 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 and negotiation
 - Other leave and absence arrangements
 - Notice periods
 - Housing
 - Indemnification procedures
 - Disciplinary and grievance procedures

shall be adopted as the base for negotiations under the procedure 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 will consult through the Committee on any matter which relates to the situation, structure and probable development of employment within the council and on any anticipatory measures envisaged, in particular where there is a threat to employment for any categories of staff listed in paragraph one above; and will consult also on any decisions which are likely to lead to substantial changes in work organisation, including business transfers.
- 6 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.
- 7 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.
- 8 Negotiations between the two sides shall be conducted within a committee to be known as the Midlothian Negotiating Committee for Teachers (MNCT). A timetable of meetings shall be agreed each year with at least six meetings being held within a calendar year. One of those meetings, to be held in October/November, shall be designated the Annual General Meeting for the purposes of noting the membership of the Negotiating Committee and reviewing any Standing Sub-Committees. In addition, following consultation with the Joint Secretaries, emergency meetings shall be arranged within ten working days of a request being lodged or otherwise by mutual agreement and for the administration of meetings. The Director, Resources, of Midlothian Council shall be the Clerk to the Negotiating Committee and he or his representative shall be responsible for making the arrangements.
- 9 The composition of each side of the Negotiating Committee shall be determined separately by the relevant side but shall comprise five members in the case of the Council side and six members in the case of the Trade Union side. Each side shall be entitled to determine, also, substitute members not exceeding three 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.
- 10 The Annual General Meeting shall approve the membership of the MNCT. The Joint Secretaries shall provide to the Clerk prior to the Meeting 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 a substitute for any member of the Committee determined by the relevant side or for merely one or more specified member so determined. Should the membership of either side require to be changed during the year, the relevant Joint Secretary shall provide this information to the Clerk as soon as is practicable. The changes shall be homologated at a subsequent MNCT.

- 11 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. In addition working groups may be set up from Time to time to support the work of the Committee.
- 12 The quorum for a meeting of the Committee shall be three members from the management side, and four members from the union side. In the case of a Sub-Committee, the quorum shall be determined by the Committee when the Sub-Committee is first established.
- 13 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.
- 14 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.
- 15 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 for any meeting) 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 and shall absent herself/himself after the item/s concerned.
- 16 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 where these arrangements are within the delegated powers of the Head of Education. Otherwise agreements will become operable when they have been ratified by the Cabinet of the Council.
- 17 Agreements reached between the two sides shall be set out in a text jointly approved by the two sides and the Head of Education, and Teachers' Side Joint Secretary will sign the text. All local agreements shall be reported to the Scottish Negotiating Committee for Teachers.
- 18 All local agreements will be distributed electronically within 5 days of the agreement being signed to all members of the MNCT. Two paper copies of every MNCT agreement will be distributed to educational establishments within 5 days of the final document being signed. A further copy will be placed on the Schools' Intranet within 21 days of the final document being signed and attention will be drawn to MNCT and SNCT policies in the Education communications. Head Teachers/Managers in educational establishments will distribute, when so advised, copies of MNCT policies to all teaching staff. At all times one copy of an agreement should always be retained in the teaching staff library/staffroom.

- 19 Copies of SNCT agreements will be sent to all members of the MNCT and to educational establishments. Head Teachers/Managers will be advised on the distribution of national agreements within their own establishments by the joint secretaries. One copy should always be placed in the teaching staff library/ staffroom.
- 20 The work of the MNCT will be included in Induction days for NQTs and also in Council induction days, where appropriate. The joint secretaries will be present where appropriate.
- 21 The joint secretaries will be available to advise their respective sides on matters relating to local agreements reached by the Committee. In formulating such advice the joint secretaries may consult with each other whenever they think it appropriate.
- 22 Where agreement is not possible, either side may refer the failure to agree to the joint secretaries of the SNCT.
- 23 The Teachers' Forum, which comprises those representatives nominated by the recognised Trade Unions, will meet on an afternoon normally one week prior to each meeting of the Negotiating Committee.
- 24 The Council hereby agrees to ensure that paid time off work with pre-arranged supply cover funded from the central budget shall be recognised as a priority and shall be granted to all union representatives on the Negotiating Committee, its Sub-Committees/Groups, and the Teachers Forum. Where union representatives are part-time employees, time spent on these pre-agreed trade union duties on days on which they are not normally employed will be reimbursed at their normal rate of pay. 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.
- 25 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.
- 26 No variation to this Recognition and Procedure Agreement may be made except with the consent of the sides to this Agreement.
- 27 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.
- 28 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.

Signed on behalf of the Council

Name: Craig Riddick Designation: Snr Education Manager

Signature:  Date:

Signed on behalf of the Educational Institute of Scotland

Name: S Jim GLEN Designation: EIS LA SECRETARY

Signature:  Date: 25/1/17

Signed on behalf of the Scottish Secondary Teachers Association

Name: STANPA RICHARDSON Designation: DISTRICT SECRETARY

Signature:  Date: 25/1/17

Signed on behalf of Voice (Scotland)

Name: _____ Designation: _____

Signature: _____ Date: _____

Signed on behalf of the National Association Of Schoolmasters/Union Of Women Teachers

Name: R. Greenwood Designation: Secretary

Signature:  Date: 25/01/17

