

**Framework Local Recognition and Procedure Agreement
between The Moray Council and The Educational Institute of Scotland,
The Scottish Secondary Teachers' Association, Community,
The National Association of School Masters Union of Women Teachers,
School Leaders Scotland and the Association of Head Teachers and Deputies in Scotland**

1. The Moray Council hereby recognises the EIS, SSTA, Community, NASUWT, SLS and AHDS as the sole representatives of Teachers and Associated Professionals 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 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 SNCT 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 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 collectively for all Teachers and Associated Professionals.
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 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 Moray 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 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 LNCT and reviewing any standing sub-committees. The joint secretaries shall be responsible for making the arrangements for meetings which shall be arranged within 10 calendar days of a request being lodged, or otherwise by mutual agreement.
8. The composition of each side of the Committee shall be determined by the sides separately but shall not exceed 6 members of each side. 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 4 from the Management Side and 4 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. Agreements reached by the Committee shall be binding on the Council and the signatory unions where these agreements are within the delegated powers of the Corporate Director (Education and Social Care). Otherwise, these agreements will require to be referred to the appropriate committee of The Moray Council for decision or approval.
11. Agreements reached between the two sides shall be set out in a text jointly approved by the two sides and the text will be signed by the joint secretaries. All local agreements shall be reported to the SNCT.
12. 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.
13. 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.
14. No variation to this Recognition and Procedure Agreement may be made except with the consent of the Sides to this agreement.
15. The Council hereby agrees to ensure that adequate paid time off work shall be granted to union representatives on the LNCT 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.
16. 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.
17. In the event of any dispute being declared between the two sides, 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.
18. Where there is a failure to agree at school level on any relevant matter this shall be referred in the first instance to the Joint secretaries for consideration and resolution, failing which the matter will thereafter be referred to the Moray LNCT.
19. 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, mediation or binding arbitration.
20. In addition to the foregoing, both sides agree that The Moray Council LNCT will be a forum for discussion and/or consultation on a range of matters not subject to national bargaining and in accordance with both the Moray Protocol for Consulting with Teachers and Teacher Trade Unions [See Appendix A] and as set out in the Policy on Consultation and Communication document dated December 2004 [See Appendix B].

The agreement is signed this year on the understanding that Appendices 4 and 5 of Appendix B will be updated and approved by LNCT.

Signed on behalf of the Council

Name



Designation

Business Support Team Manager - Management Side Joint Secretary

Date

6/9/23

Signed on behalf of the Teachers' Side

Name



Designation

EIS LA Secretary/Teachers' Side Joint Secretary

Date

6/9/23