

## **LNCT**

### **Aberdeenshire Local Negotiating Committee for Teachers**



Date: April 2008

**LNCT/08/07**

## **Local Recognition and Procedures Agreement**

This agreement has been subject to review in 2008 by the LNCT Joint Secretaries and HR as part of a review of current Aberdeenshire LNCT Agreements.

### **LNCT Joint Secretaries**

Margaret Mackay (Education & Children's Services)  
[Margaret.MacKay@aberdeenshire.gov.uk](mailto:Margaret.MacKay@aberdeenshire.gov.uk)

David Smith (LNCT Teachers' Panel)  
[David.A.Smith@aberdeenshire.gov.uk](mailto:David.A.Smith@aberdeenshire.gov.uk)  
[aberdeenshire@eis.org.uk](mailto:aberdeenshire@eis.org.uk)

## **LOCAL RECOGNITION AND PROCEDURE AGREEMENT**

### **1. PARTIES TO THE AGREEMENT**

1.1 This Local Recognition and Procedure Agreement is between Aberdeenshire Council and the Educational Institute of Scotland (EIS), the Scottish Secondary Teachers' Association (SSTA), the Professional Association of Teachers (PAT), the National Association of School Masters Union of Women Teachers (NASUWT), and Head Teachers Association of Scotland (HAS) and the Association of Head Teachers in Scotland (AHTS).

### **2. CONTEXT**

2.1 Aberdeenshire Council hereby recognises the EIS, SSTA, PAT, NAS/UWT, HAS and AHTS as the sole representatives of those employees on Teachers' Conditions of Service including teaching staff, music instructors and educational psychologists employed by the Council on all matters relating to conditions of service as defined in paragraph 4.1 and other matters not subject to national bargaining.

2.2 Matters that will be negotiated nationally are defined as follows:-

- (a) Pay (including related allowances)
- (b) The working week and working year
- (c) Annual leave entitlement
- (d) Class size
- (e) Sick leave
- (f) Maternity/family leave
- (g) National and local recognition procedures
- (h) Disciplinary and grievance framework
- (i) Main duties
- (j) Staff development framework

2.3 Negotiations between Aberdeenshire Council and the aforementioned Teaching Trade Unions shall be conducted within a committee to be known as the Aberdeenshire Council Local Negotiating Committee for Teaching Staff, hereafter known as the LNCT.

### **3. PURPOSE**

3.1 The purpose of the LNCT is to establish and maintain effective bargaining machinery and a negotiating procedure between the Council and the signatory Trade Unions whereby relevant conditions of service can be determined for all teaching staff, music instructors and educational psychologists.

3.2 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 other formal agreements which arise from it will be binding on the parties to this agreement.

- 3.3 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.

#### **4. FUNCTIONS**

- 4.1 All agreements, orders, settlements and determinations of the Scottish Negotiating Committee for Teaching Staff in School Education dealing with:

- (a) Cover agreements
- (b) Appointment procedures
- (c) Particulars of employment
- (d) Expenses of candidates for appointment
- (e) Transfer of temporary teachers to permanent staff
- (f) Promotion procedures
- (g) Staff development arrangements
- (h) Specific duties and job remits
- (i) Arrangements for school based consultation
- (j) Other leave and absence arrangements
- (k) Notice periods
- (l) Housing
- (m) Indemnification procedures
- (n) Other allowances
- (o) Discipline and grievance procedures

shall be adopted as the base for negotiations under the procedures established by this Recognition and Procedure Agreement.

- 4.2 In addition to undertaking negotiations on conditions of service, the LNCT will also provide a means of regular consultation and exchange of information, ideas and comment between the Council, the Trade Unions and the teaching employees that they represent, on a range of agreed matters of mutual interest, including operational issues, education policy and initiatives.

#### **5. COMPOSITION**

- 5.1 The composition of each side of the Committee shall be determined by the sides independently, but shall not exceed 6 members on each Side.

- 5.2 Aberdeenshire Council will negotiate through a Management Side appointed by the Council. The Management Side will comprise of:-

- the Head of Service (Quality Development);
- a Head Teacher (Primary) representative;
- a Head Teacher (Secondary) representative;
- a Senior Education and Recreation Officer;
- the Head of Personnel ;
- the McCrone Project Manager.

- 5.3 The recognised unions will negotiate through a Joint Trade Union Side appointed by them collectively which will reflect, on a pro-rata basis, the respective membership strengths of each organisation.
- 5.4 Each Side may nominate substitute members who shall be permitted to take the place of appointed members at any meeting of the LNCT, provided that any substitute member shall be an employee of the Aberdeenshire Council.
- 5.5 Either the Management Side or the Joint Trade Union Side may invite an appropriate person(s) to attend any meeting of the LNCT to act in an advisory capacity. Any such advisor will have no right to vote.
- 5.6 The LNCT may appoint from among its own members a sub-committee or sub-committees to discharge functions of the Committee as it may specify.

## **6. PROCEDURES**

- 6.1 Meetings of the LNCT shall be held as and when requested by either Side, with the proviso that there will be at least 4 meetings per annum.
- 6.2 One of the meetings referred to in Clause 6.1 shall be designated as the Annual General Meeting for the purpose of approving the membership of the LNCT and reviewing any standing sub-committees.
- 6.3 Meetings of the LNCT will be chaired alternately by the Head of Quality & Development and the Joint Secretary of the Teachers Side.
- 6.4 The Management Side and the Joint Union Side will each appoint a Secretary for their respective sides.
- 6.5 The Secretaries will be responsible for making the arrangements for meetings which will be arranged within 10 calendar days of a request being lodged, or otherwise by mutual agreement. The Secretaries will prepare the agendas and minutes of meetings. Management side will provide facilities for taking minutes and issuing agendas and papers.
- 6.6 The Quorum for a meeting of the LNCT shall be 4 members from the Management side and 4 from the Joint Trade Union Side. In the case of a Sub-Committee of the LNCT, the Quorum shall be determined by the LNCT when the Sub-Committee is first established.

## **7. AGREEMENTS**

- 7.1 Members of the LNCT should make all efforts to reach agreement.
- 7.2 A matter will only be defined as “agreed by the LNCT” when approved by both Sides.

- 7.3 Agreements reached between the two Sides shall be set out in a text jointly approved by the two Sides and the text will be produced by the Secretaries.
- 7.4 Agreements shall be referred to the Education & Recreation Committee, and full Council, for noting.
- 7.5 All local agreements shall be reported to the Scottish Negotiating Committee for Teachers (SNCT).
- 7.6 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.

## **8. FACILITATION**

- 8.1 The Council will ensure that, in accordance with the terms of the locally agreed 'Time Off for Trade Union Business' Policy, adequate paid time off work shall be granted to all Trade Union representatives on the LNCT. Within the terms of the policy, particular consideration shall be given to the amount of paid time off work required by the person appointed as the Trade Union Side Joint Secretary. These arrangements will be in line with the facilities covered by ACAS Code of Practice No. 3.

## **9. FAILURE TO AGREE**

- 9.1 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 LNCT matter, the Management Side and the Signatory Unions should seek to resolve the matter without delay through discussion in the LNCT. The Management Side agrees not to implement any change which is the subject of the dispute and the Signatory Unions agree not to implement any form of industrial action unless and until the matter has been considered by the LNCT and the LNCT has failed to achieve a resolution of the matter in the dispute.
- 9.2 Where agreement between the two sides of the LNCT is not possible, either side may refer the failure to agree to the Conciliation Committee.
- 9.3 Where agreement is not possible within the internal mechanisms of the Council, 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.

## **10. ALTERATION AND VARIATION**

- 10.1 No variation to this Recognition and Procedure Agreement may be made except with the consent of the Sides to this agreement. If one Side wishes a variation, the proposal must be submitted in writing to the Secretaries at least six weeks prior to the AGM.

10.2 Any proposed change to the Recognition and Procedure Agreement which is not accepted may not be re-introduced for discussion before a period of 2 years has elapsed.

## 11. SIGNATORIES TO THE AGREEMENT

11.1 Agreements reached by the Committee shall be binding on the Council and the Signatory Unions and each of the parties hereto hereby confirm that they have the authority to bind the party on whose behalf they sign in terms of this Recognition and Procedure Agreement.

11.2 I confirm my agreement to and support of the terms of this Recognition and Procedure Agreement

Signed on behalf of the Council

*John Finnie*

Name .....  
(Head of Service, Quality Development)  
22 May 2003

Date .....

Signed on behalf of the Council

*Laura Simpson*

Name .....  
(Head of Personnel)  
22 May 2003

Date .....

Signed on behalf of the EIS

*Jack Barnett*

Name .....  
Local Association Secretary  
Designation.....  
22 May 2003

Date .....

Signed on behalf of the SSTA

*A McKay*

Name .....  
Aberdeenshire District Secretary  
Designation.....  
22 May 2003

Date .....

Signed on behalf of PAT

*J M Phillips*

Name .....  
PAT Representative  
Designation.....  
22 May 2003

Date .....

Signed on behalf of the NASUWT

*P Neville*

Name .....  
Aberdeenshire Secretary  
Designation.....  
22 May 2003

Date .....

Signed on behalf of the HAS

*Gordon Miller*

Name .....  
Area Representative  
Designation.....  
22 May 2003

Date .....

Signed on behalf of the AHTS

*Wilma Walker*

Name .....  
Area Representative  
Designation.....  
22 May 2003

Date .....