

**EAST RENFREWSHIRE LNCT AGREEMENT**

**LNCT LOCAL FRAMEWORK AGREEMENT**

August 2024



*Education Department*

**LOCAL RECOGNITION AND PROCEDURE  
AGREEMENT**

**between**

**EAST RENFREWSHIRE COUNCIL**

**and**

**The Educational Institute of Scotland (EIS);  
The Scottish Secondary Teachers' Association (SSTA);  
The National Association of School Teachers/ Union of Women Teachers  
(NASUWT);  
Association of Headteachers and Deputes Scotland (AHDS)  
School Leaders Scotland (SLS); and  
Community.**

1. East Renfrewshire Council hereby recognises The EIS, SSTA, NASUWT, AHDS SLS and Community as the sole representatives of all SNCT employees 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 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
  - other leave and absence arrangements
  - notice periods
  - housing
  - indemnification procedures
  - other allowances; and
  - discipline and grievance procedures

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 recognised unions, whereby relevant conditions of service can be determined for all employees covered by SNCT conditions of service..
5. The Council hereby recognises the LNCT, and its members, as the sole bargaining agents for the matters covered by this agreement.
6. The management side and the joint union side will each appoint a secretary for their respective sides (The Joint Secretaries). The Council will negotiate through a management side membership, determined by the Joint Secretary of the management side. 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 numbers for each union across all establishments in East Renfrewshire.
7. Negotiations between the two sides shall be conducted within a committee to be known as the East Renfrewshire Council Local Negotiating Committee for Teachers (LNCT). The LNCT shall not be a committee of the Council for the purposes of sections 56 and 57 of the Local Government (Scotland) Act 1973 and shall not, therefore, be able to take decisions on behalf of the Council. 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 in each calendar year. An annual calendar of meetings will be issued prior to the start of each academic session. The Joint Secretaries shall be responsible for making the arrangements for additional meetings which shall be arranged within 21 days of a request being lodged, or otherwise by mutual agreement.
8. The first meeting of the new academic session shall be designated the Annual General Meeting for the purpose of approving the membership of the LNCT, reviewing any standing sub-committees and agreeing the work plan for the year.
9. The composition of each side of the LNCT shall be determined separately by the relevant side, but shall not exceed six members. Each side shall also be entitled to determine substitute members. Each side shall also be entitled to invite the presence of relevant persons (not exceeding three in number in respect of each side) who are not members of the committee to act as advisers or those who have a specialist knowledge or expertise to attend the LNCT. The presence of these persons should be agreed at the start of each session by the Joint Secretaries, or in advance of each meeting if their attendance is a one off. A person present as an adviser shall have no voting rights. The committee may, from time to time, appoint from among its own members a sub-committee/s or working group/sto discharge such of the functions of the committee as the committee may specify.

10. The quorum for a meeting of the committee shall be three from the management side and three 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.
11. Each Joint Secretary shall act as convenor and chair the LNCT meeting though another member of the committee may act as chair with the agreement of all members of the committee. This function shall be alternated at successive meetings.
12. The LNCT will be supported administratively by the management side. The administrative support may not be a member of the LNCT and although present at each meeting will have no voting rights. Under the instruction of the Joint Secretaries the administrative support shall be responsible for:
  - a) preparing and issuing agendas and notices of meetings of the committee,
  - b) taking a minute of meetings of the committee for submission to the Chair, and for distributing approved copies of minutes as required,
  - c) taking such administrative action as may be required arising from decisions or recommendations of the committee, and
  - d) retaining a copy of all LNCT minutes and appropriate actions in line with retention procedures.
13. A matter shall be agreed by the committee only if approved by both sides based on a majority of each side present and voting. As per paragraph 7 above, the LNCT cannot take decisions on behalf of the Council. The Council has however delegated powers through the Scheme of Delegation to the Director of Education or Heads of Service, which enables the Joint Secretary (management side), to take whatever decisions are required on behalf of the Council in relation to any matter within the terms of reference of the LNCT. In relation to the recognised unions, each union hereby confirms that it has the authority to bind the union on whose behalf it signs this agreement.
14. Agreements reached between the two sides shall be set out in writing, jointly approved by the two sides and signed by the Joint Secretaries. All local agreements shall be uploaded to the relevant area of the Scottish Negotiating Committee for Teachers website.
15. The Joint Secretaries will be responsible for communicating and advising their respective sides on matters relating to agreements reached by the LNCT i.e. the Joint Secretary (management side) to advise all appropriate Head Teachers/Heads of Establishment/Line Managers covered by SNCT conditions of service and the Joint Secretary (union side) to advise all unions recognised by this agreement, who in turn should subsequently advise their members. In formulating such advice, the Joint Secretaries may consult with each other whenever they think it appropriate.

16. 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 outside the list defined at paragraph 3, it being understood 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.
17. This recognition and procedure agreement shall take effect as soon as it has been signed by the Joint Secretaries on behalf of the membership of the LNCT.
18. No variation to this recognition and procedure agreement may be made except with the consent of the Joint Secretaries.
19. The Council hereby agrees to ensure that adequate paid time off work shall be granted to all union representatives serving on the LNCT, in accordance with section 7 of LNCT 32 The Provision of Time and Facilities for Teachers to undertake Trade Union Duties and Activities , as well as the necessary facilities covered by ACAS Code of Practice No 3.
20. 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.
21. 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 Joint Secretaries should seek to resolve the dispute or relevant matter, without delay, through discussion, which may take place outwith or within the committee.. The Council agrees that the status quo ante shall remain in place until such times as a resolution has been reached in accordance with these provisions. The recognised unions, likewise, further agree not to implement any form of industrial action unless a resolution has not been reached in accordance with these provisions.
22. Where agreement is not possible, either side may refer the failure to agree to the Joint Secretaries of the SNCT for conciliation.

Signed on behalf of East Renfrewshire Council LNCT (Management side)

Name

Designation

Date

Signed on behalf of East Renfrewshire Council LNCT (Teachers side)

Name

Designation

Date