

PERTH AND KINROSS COUNCIL**Lifelong Learning Committee – 14 March 2012****JOINT NEGOTIATING COMMITTEE FOR TEACHING STAFF -
LOCAL RECOGNITION AND PROCEDURE AGREEMENT****Report by Head of Democratic Services****ABSTRACT**

This report seeks approval of a revised Local Recognition and Procedure Agreement for the Joint Negotiating Committee for Teaching Staff.

1. RECOMMENDATION

It is recommended that the Committee approves the revised Local Recognition and Procedure Agreement (Appendix 1), as agreed by the Joint Negotiating Committee for Teaching Staff.

2. BACKGROUND

On 6 June 2007, the Lifelong Learning Committee agreed to re-establish the Joint Negotiating Committee for Teaching Staff (JNC), and approved a Local Recognition and Procedure Agreement for the group (Article 07/319 refers).

Since this time, the JNC has proved to be a valuable forum for positive debate on conditions of service affecting staff covered by the Scottish Negotiating Committee for Teaching Staff. Members of the Committee include representatives from the recognised teaching unions, Education and Children's Services, Human Resources, as well as Elected Members.

The JNC agreed in 2011 to review and update the Local Recognition and Procedure Agreement, taking into account updates to the recognised unions, and guidance from the Scottish Negotiating Committee for Teaching Staff.

The revised Local Recognition and Procedure Agreement was agreed by the JNC on 17 January 2012.

3. PROPOSALS

It is proposed that the Committee approve the revised Local Recognition and Procedure Agreement, attached as Appendix 1.

4. CONSULTATION

The Executive Director (Education and Children's Services), Head of Human Resources, and the Joint Negotiating Committee for Teaching Staff have been consulted in the preparation of this report.

5. RESOURCE IMPLICATIONS

There are no further resource implications arising from this report.

6. COUNCIL CORPORATE PLAN OBJECTIVES 2009-2012

The Council's Corporate Plan 2009-2012 lays out five Objectives which provide clear strategic direction, inform decisions at a corporate and service level and shape resources allocation. They are as follows:-

- (i) A Safe, Secure and Welcoming Environment
- (ii) Healthy, Caring Communities
- (iii) A Prosperous, Sustainable and Inclusive Economy
- (iv) Educated, Responsible and Informed Citizens
- (v) Confident, Active and Inclusive Communities

This report contributes to the support of Objective (iv) of the Council's Corporate Plan.

7. EQUALITIES IMPACT ASSESSMENT (EqIA)

An equality impact assessment needs to be carried out for functions, policies, procedures or strategies in relation to race, gender and disability and other relevant protected characteristics. This supports the Council's legal requirement to comply with the duty to assess and consult on relevant new and existing policies.

The function, policy, procedure or strategy presented in this report was considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome:

- i) Assessed as **not relevant** for the purposes of EqIA.

8. STRATEGIC ENVIRONMENTAL ASSESSMENT

Strategic Environmental Assessment (SEA) is a legal requirement under the Environmental Assessment (Scotland) Act 2005 that applies to all qualifying plans, programmes and strategies, including policies (PPS).

The matters presented in this report were considered under the Environmental Assessment (Scotland) Act 2005 and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

9. CONCLUSION

The Committee are asked to approve the revised Local Recognition and Procedure Agreement as updated by the JNC.

GILLIAN TAYLOR
Head of Democratic Services

Note: No background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 (other than any containing confidential or exempt information) were relied on to any material extent in preparing the above report.

Contact Officer: Christina Flynn, Ext. 75450, E-mail: cflynn@pkc.gov.uk
Address of Service: Council Building, 2 High Street, PERTH, PH1 5PH
Date: 22 February 2012

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PERTH AND KINROSS COUNCIL

**LOCAL RECOGNITION AND PROCEDURE AGREEMENT BETWEEN
PERTH AND KINROSS COUNCIL**

AND

**THE EDUCATIONAL INSTITUTE OF SCOTLAND (EIS);
THE SCOTTISH SECONDARY TEACHERS' ASSOCIATION (SSTA);
THE UNION FOR EDUCATION PROFESSIONAL ASSOCIATES (VOICE);
THE NATIONAL ASSOCIATION OF SCHOOL MASTERS/UNION OF WOMEN
TEACHERS (NASUWT);
SCHOOL LEADERS SCOTLAND (SLS); AND
THE ASSOCIATION OF HEADTEACHERS AND DEPUTES IN SCOTLAND
(AHDS)**

1. Perth and Kinross Council ('the Council') hereby recognises the EIS, SSTA, VOICE, NASUWT, SLS and AHDS ('the recognised unions') as the sole representatives of the teaching staff, quality improvement officers, educational psychologists and 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 ('the Agreement').
2. The Council and the recognised unions jointly affirm their commitment to the maintenance of good industrial relations and accept that this Agreement and any formal agreements which arise from it, will, following the due process of approval outlined in Paragraph 15 of this Agreement, be binding on the signatory parties.
3. All agreements, orders, settlements and determinations of the Scottish Negotiating Committee for Teachers dealing with:
 - cover arrangements
 - 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 period
 - housing
 - indemnification procedures
 - disciplinary and grievance procedures
 - other allowances

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

4. The purpose of this 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, quality improvement officers, educational psychologists and music instructors.
5. The Council hereby recognises the unions who are signatories to this Agreement as the sole bargaining agents for the matters covered by this Agreement.
6. The Council will negotiate through a Management Side appointed by itself. The recognised unions will negotiate through a Teachers' 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 Teachers' Side will each appoint a secretary for their respective Sides. The leader of the Management Side will be the Executive Director (Education and Children's Services), and the leader of the Teachers' Side will be determined by the recognised unions.
7. Negotiations between the two Sides shall be conducted within a committee to be known as the Perth and Kinross Council Joint Negotiating Committee for Teaching Staff (the JNC). For the purpose of determining order of debate and other questions not provided for within this agreement, the Standing Orders of the Council will apply, with necessary modifications at all JNC meetings.
8. Meetings of the JNC shall be held in accordance with a cycle of meetings to be determined from time to time by the JNC subject to 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 JNC and reviewing any standing sub-committees. With the approval of the Convener and the Vice-Convener, the joint secretaries may call a special meeting of the JNC at any time. The joint secretaries shall be responsible for making all arrangements for meetings of the JNC.
9. The composition of each side of the JNC shall be determined by the Sides separately, but shall not exceed 10 members on each side. The JNC 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 JNC as the JNC may specify.
10. Any member of the JNC regardless of by whom nominated, shall be entitled to nominate a substitute from the relevant constituent body to attend a meeting of the JNC on his/her behalf.
11. Casual vacancies will be filled by the original appointing body.
12. The quorum for a meeting of the JNC shall be 3 from the Management Side and 3 from the Teachers' Side. In the case of a sub-committee, the quorum shall be determined by the JNC when that sub-committee is first established.

13. The Convenership of the JNC will be on the basis of rotation between the Management Side and the Teachers' Side every 2 years. For the 2 year period commencing 1 May 2011, the Convener will be a member of the Management Side, and for the first 2 years thereafter the Convener will be a member of the Teachers' Side.
14. The Vice-Convenership of the JNC will be on the basis of rotation between the Management Side and the Teachers' Side every 2 years. For the 2 year period commencing 1 May 2011, the Vice-Convener will be a member of the Teachers' Side, and for the first 2 years thereafter the Vice-Convener will be a member of the Management Side.
15. Agreements reached by the JNC will require to be ratified by the Council's Lifelong Learning Committee. Thereafter, following such ratification the decisions shall be regarded as binding on the Council and the recognised unions until such time as they are superceded.
16. Agreements reached between the two Sides shall be set out in a text jointly approved by the two Sides for submission to the Council's Lifelong Learning Committee. All local agreements shall be reported to the Scottish Negotiating Committee for Teachers.
17. The joint secretaries will be available to advise their respective Sides on matters relating to agreements reached by the JNC. In formulating such advice the joint secretaries may consult with each other whenever they think it appropriate.
18. This Agreement shall take effect as soon as it has been signed on behalf of the Council and on behalf of the Teachers' Side.
19. No variation to this Agreement may be made except with the consent of both Sides to this Agreement.
20. The Council hereby agrees to ensure that adequate paid time off work shall be granted to all union representatives on the JNC, as set out in the Local agreement for Facility Time for Professional Association Representatives, and that particular consideration shall be given to the amount of paid time off work required by the person appointed as joint secretary to the Teachers' Side, as well as the necessary facilities covered by ACAS Code of Practice No3.
21. The signatory parties to this 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.
22. In the event of any dispute being declared between the two Sides, the Council and the recognised unions hereby seek to resolve the matter, without delay through discussion in the JNC. The Council further agrees not to implement any change which is the subject of dispute until the matter has been considered by the JNC. The recognised unions, likewise, further agree not to

implement any form of industrial action unless and until the JNC has failed to achieve a resolution of the matter in dispute. Where agreement between the two sides of the JNC is not possible, either side may refer the matter 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.

Signed on behalf of the Council

Name

Designation

Date

Signed on behalf of the Teachers' Side

Name

Designation

Date

Version: March 2012