



**THE CONVENTION OF SCOTTISH LOCAL AUTHORITIES
(COSLA)**

CONSTITUTION

2021

THE COSLA CONSTITUTION

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1. INTERPRETATION

“Association” means The Convention of Scottish Local Authorities.

“Chief Executive of a Member Council” shall mean, in the case of a Member Council which does not have an officer so designated, the Member Council’s Head of Paid Service.

“Convention” means the meetings of the Association, as distinct to meetings of any other governance group.

“Elected Member” means a person elected to office as a councillor of a local authority who has completed a declaration of acceptance.

“Leaders’ Meeting” shall be the meeting referred to in Clause 9 of this Constitution.

“Member Councils” shall mean those local authorities constituted in terms of Section 2 of the Local Government etc (Scotland Act) 1994 who subscribe to membership of the Association.

“Member of Convention” shall have the meaning set out in Clause 6.1 of this Constitution.

“Office Bearer” shall mean the President or Vice-President of the Association.

“Past Member” shall have the meaning set out in Clause 17.1 of this Constitution.

“Political Group” shall mean a group comprising two or more Members of Convention who are members of the same political party or who share a political affiliation (including independents).

“Political Group Leader” shall mean the leader from time to time appointed by a Political Group.

“Presidential Team” shall mean the President and Vice-President of the Association.

“Declaration of Acceptance” means a declaration in terms of The Local Authorities (Councillors) (Declaration of Acceptance of Office) (Scotland) Order 1990 or any equivalent legislation.

2. CONSTITUTION AND TITLE

2.1 The name of the Association shall be “The Convention of Scottish Local Authorities”, hereinafter referred to as “the Association”.

2.2 The Association shall be a voluntary association of those local authorities in Scotland who subscribe to membership of the Association. They will be known as the Member Councils.

3. PURPOSE OF THE ASSOCIATION

3.1 The purpose of the Association is to act as the representative voice of Local Government in Scotland to protect, support and improve democratic Local Government in Scotland; to enhance the status and position of Local Government as part of the governance of Scotland; and to promote the welfare and good governance of the people of Scotland. In doing so the Association will endeavour to help build better and more equal communities by promoting the principles of: -

- (a) **STRENGTHENING LOCAL DEMOCRACY:** Building local accountability and taking decisions as close as possible to the people they affect.
- (b) **WORKING TOGETHER LOCALLY:** Joining up public services to get better results and greater efficiency in the places they serve.
- (c) **DELIVERING OUTCOMES:** Making a long-term difference to people’s lives by focusing on impact not inputs, and by preventing problems before they arise.
- (d) **FOCUSING ON COMMUNITIES:** Building services around local priorities and being accountable to local people.
- (e) **DEFENDING LOCAL CHOICES:** Freeing up councils to reflect local circumstances by maximising flexibility and autonomy over decisions and resources.

4. OBJECTS AND POWERS

The Objects and Powers of the Association are: -

4.1 To obtain the views of its Member Councils on all issues which concern them, to provide a forum for discussion of these issues and to represent the interests of Member Councils to Scottish, UK European, and other governments and legislatures, other public bodies, and the general public.

This includes power to negotiate and influence on behalf of Scottish Local Government in relation to: -

- (a) all matters relating to national, regional and local policy as it affects the delivery of local services and outcomes for local people;
 - (b) the structure of Local Government and the statutory framework within which it operates;
 - (c) the functions of government and the respective responsibilities of Scottish, UK and European governments, Local Government and other agencies, and the inter-relationship between Local Government, national and supranational governments and other agencies;
 - (d) the financing of Local Government services, the nature and extent of funding from national governments, local taxation and charges for services; and
 - (e) the delivery of individual services by Member Councils, the statutory framework of rights, powers and duties, the practices of Member Councils and arrangements for co-operation and co-ordination in the provision of services made between and among councils and other public bodies and private and third sector agencies.
- 4.2 To formulate policies to support the improvement and development of local governance, effective management in local authorities and the enhancement of local democracy in Scotland and elsewhere.
 - 4.3 To discuss with Scottish and UK governments: (i) the mechanisms regulating the level of Local Government expenditure; (ii) the level of expenditure provisions; and (iii) general and specific grants both in overall amounts and in respect of their distribution or allocation to individual Member Councils.
 - 4.4 To represent the interests of Local Government in Scotland in matters of common interest with associations of local authorities elsewhere.
 - 4.5 To act as the employers' association on behalf of Member Councils and to represent them in collective negotiations with representatives of employees on salaries, wages and conditions of service matters; to provide or contribute to the provision of resources to support the work involved in such negotiations, and to provide advice and assistance to Member Councils on the implementation and application of agreements reached and generally on any other employment matters.
 - 4.6 To obtain information on matters relating to Local Government and public services from Member Councils and other sources; and to disseminate such information to Member Councils and other relevant bodies.
 - 4.7 To provide information generally regarding Local Government in Scotland; to publicise the policies and work of the Association and of Local Government; and to increase public awareness of the value of Local Government and its needs and aspirations.
 - 4.8 To provide, or arrange for the provision of, a range of cost-effective services to Member Councils as considered appropriate and necessary.
 - 4.9 To adhere to cross party working and consensus in the work of the Association to the greatest degree possible, including in the design of its political structures, the conduct of discussions and in the development of lobbying positions.
 - 4.10 To engage in legal proceedings whether in seeking expert opinion, or raising or defending court or tribunal actions or becoming involved in other dispute resolution forums. The Association may also co-ordinate any collective engagement in legal proceedings where agreed by participating Member Councils.
 - 4.11 To appoint democratically elected local representatives to the boards of the Improvement Service and any other body to which the Association is invited and agrees to join.
 - 4.12 To subscribe to, take, purchase, or otherwise acquire, hold, sell, deal with, and dispose of, place and underwrite shares, stock, bonds, debentures, debenture stocks, obligations, or securities, and to establish and participate in corporate vehicles constituted or carrying on business in Scotland.

- 4.13 To undertake activities directly, or through arrangements with third parties, that generate income for the Association for the benefit of Member Councils, including the acquisition, lease, and sale of property.
- 4.14 To provide an indemnity in respect of potential personal liability incurred by any Officer or Member of the Association arising out of any action by them which is authorised by the Association.
- 4.15 To do anything that a natural or legal person can lawfully do which is necessary, or intended to facilitate, or be conducive or incidental to the discharge or achievement of the Purpose, Objects and Powers of the Association.

5. GOVERNANCE – GENERAL

- 5.1 Convention shall determine the delegated powers, size and political composition of all the Association's governance structures and agree the responsibilities of the President, the Vice-President, and Spokespersons of the Association. Convention may make Standing Orders for the regulation of its proceedings and may delegate functions to Officers of the Association, Leaders' Meeting, Boards, an Audit Group, Leadership Sounding Board, Committees, or other bodies. Any delegation may include powers to sub-delegate. Convention may delegate functions to any company, SCIO, Trust, or other body in which the Association has a controlling interest.
- 5.2 Any arrangement made by Convention under this Clause for the discharge of any functions shall not prevent Convention from exercising those functions.
- 5.3 All those appointed to serve on Convention shall be Elected Members of Member Councils.
- 5.4 Elected Members serving on the Association's structures, or otherwise representing or undertaking business on behalf of the Association, are required to operate in accordance with the Councillors' Code of Conduct approved under the Ethical Standards in Public Life (Scotland) Act 2000 and any Statutory Guidance made thereunder.
- 5.5 If an Elected Member representative of a Member Council is unable to attend a meeting of Convention, Leaders or a Board, then a substitute from that Member Council may be nominated as specified in Standing Orders. The substitute will be entitled to attend and to vote at the meeting.
- 5.6 Except as provided for elsewhere in this Constitution or as agreed by Convention, the quorum for meetings shall comprise representation from one quarter of those Member Councils eligible to attend and vote at a meeting. For the avoidance of doubt, Elected Members participating via a remote meeting platform are treated as present and are counted as part of the quorum.

6. CONVENTION – MEMBERSHIP

- 6.1 The membership of meetings of Convention shall comprise the following, who will each be a "Member of Convention":
 - (a) representatives appointed by Member Councils whose number shall be in accordance with Appendix 1 (which assumes membership by all eligible councils) and on a basis which reflects the balance of party group strength within each Member Council; and
 - (b) Spokespersons who may attend and take part in the proceedings at any meetings of Convention but shall not have the right to vote unless they have been appointed as a representative of a Member Council in terms of Clause 6.1 (a) above.
- 6.2 The Chair of Convention shall be the President, whom failing the Vice-President, of the Association, or in the absence of either, such Member of Convention as Convention shall agree. For the avoidance of doubt, and to protect their impartiality and roles in promoting consensus, neither the President nor Vice-President, nor any Member appointed as Chair in their absence, shall be entitled to vote in meetings of Convention except where a casting vote is required in which event that casting vote will be cast by the Chair.

- 6.3 The Chief Executive of each Member Council or an officer deputising for the Chief Executive shall be entitled to attend and may be invited to take part in the proceedings of meetings of Convention but shall not have the right to vote.
- 6.4 The appointment of a representative by a Member Council shall remain valid until the date on which the Association receives notification of the appointment of a successor or until a representative ceases to be a member of that Member Council, whichever occurs soonest.
- 6.5 When an Office Bearer of the Association resigns, or their period of office terminates, their nominating party may elect or appoint a replacement, who will be designated "acting" until formally elected by Convention.

7. FUNCTIONS OF CONVENTION

- 7.1 The functions of Convention are to set the Association's strategic direction and to identify the key priorities of the Association.
- 7.2 The following functions will be exercised by Convention alone: -
- (a) on an annual basis, the approval of the Association's revenue and capital budgets for the following year or years;
 - (b) on an annual basis, approval of the Association's Corporate Plan and the review of its performance, including the detailed implementation of strategy and action taken by Leaders and Boards in pursuit of the Association's key priorities;
 - (c) approval of the Annual Accounts of the Association;
 - (d) amendment of the Constitution in accordance with Clause 20.1 of this Constitution;
 - (e) any change to the Scheme of Delegation regulating the Constitution, membership, functions and/or powers of Leaders, Boards, Special Interest Groups, Committees or other bodies possessing delegated powers;
 - (f) any change to the Standing Orders Relating to Meetings and Proceedings of the Association;
 - (g) any change to the Scheme of Delegation to Officers, detailing those functions delegated by the Association to its Officers;
 - (h) other than to the Staffing Committee or a Committee specifically appointed for the purpose, the appointment or dismissal of the Chief Executive;
 - (i) the appointment of representatives of the Association to outside bodies;
 - (j) the appointment and removal of the President, Vice-President and Spokespersons; and
 - (k) the approval of any Treasury and Investment Strategy relating to the borrowing of money by the Association.

8. OFFICE BEARERS

- 8.1 The Office Bearers shall have such responsibilities as are agreed by Convention in accordance with Clause 5.1 of this Constitution.
- 8.2 Convention shall elect the President and thereafter the Vice President at the first meeting of Convention following an Ordinary Election of Councillors, which meeting will be held within nine weeks of that Ordinary Election. Each incumbent Office Bearer shall remain in office until the first meeting following the Ordinary Election of Councillors, provided they remain an Elected Member of a Member Council and have signed the Declaration of Acceptance.
- 8.3 Convention shall elect, as Vice-President, a representative of a Member Council who is not a member of the political group or coalition which forms the majority in Convention and who is not of the same gender as the President.
- 8.4 Both the President and Vice-President have an active role in the conduct of the Association's

meetings and an important role in ensuring consensus building and cross-party activity. To protect these roles, it is important for both Office Bearers to be seen to be impartial. Other than where a casting vote is required, the Office Bearers do not vote.

- 8.5 In the event of a casual vacancy arising in the office of President or Vice-President, the vacancy shall be filled at the next meeting of Convention. Such a vacancy or vacancies are to be filled in such a way as to ensure that the President and Vice President are not of the same gender or political group or coalition, as at Clause 8.3 above. A meeting of Convention will be held not less than six weeks after the vacancy arises, except where the vacancy occurs within six months of the date on which the Ordinary Election of Councillors is to take place. In such circumstances the vacancy shall remain unfilled until the first meeting after the Ordinary Election of Councillors.
- 8.6 A nomination for the office of President or Vice-President shall be valid only if made by two Members of Convention.
- 8.7 All nominations for the office of President or Vice-President shall be notified in writing to the Chief Executive of the Association not later than three weeks prior to the meeting of Convention at which Office Bearers fall to be appointed. Not later than two weeks prior to such a meeting, the Chief Executive shall notify all Members of Convention of the names of all nominees for office and of the Members of Convention nominating them.
- 8.8 Convention can remove from office the President or Vice-President on a simple majority vote. Notice of a motion to remove the President or Vice-President on a proposal by the Leaders' Meeting or the motion of a Member Council must be given to Convention not less than six weeks prior to the date of the meeting at which it is to be considered. Notice of such a Leaders' Meeting proposal or motion by a Member Council will be sent by the Association to the Chief Executive and the Leader of Administration (or Convener if appropriate) of all Member Councils 28 days before the meeting.
- 8.9 An Office Bearer shall not be eligible to serve in the same post for more than two consecutive terms of office whatever the duration.

9. LEADERS' MEETING

- 9.1 The Leaders' Meeting shall comprise: the President and Vice-President of the Association; the Leader of the Administration (or Convener where no Leader exists) of each Member Council; Spokespersons (who are not Leaders or Conveners of a Member Council); and any Political Group Leader not also a Leader of a Member Council or a Spokesperson.
- 9.2 The function of the Leaders' Meeting is to direct the Association's activities and business, in accordance with the strategic priorities and direction set by Convention. The Leaders' Meeting, working in conjunction with, and with the support of, the Boards appointed under Clause 11, shall be responsible for all strategic functions not specifically reserved to Convention or delegated to any other Officer, Board, Special Interest Group, Committee or other body, including anything which has a significant resource implication for Member Councils or is an identifiable issue of political controversy.

10. SPOKESPERSONS

- 10.1 The number, powers and functions of Spokespersons will be agreed by Convention in accordance with Clause 5.1.
- 10.2 Convention shall appoint Spokespersons such that the political affiliations of the Spokespersons taken as a whole, are proportionate to the strengths of the Political Groups within Convention, and there is gender balance in the appointment of Spokespersons.
- 10.3 Spokespersons shall be appointed by Convention at the same meeting that elects the principal Office Bearers under Clause 8.2.
- 10.4 The term of office of each Spokesperson will be until the first meeting after an Ordinary Election

of Councillors, so long as the holder of the office remains an Elected Member of a Member Council and has signed the Declaration of Acceptance. Convention may also fill at any time a casual vacancy in the office of Spokesperson at a meeting of Convention but in doing so must maintain gender and political balance amongst Spokespersons.

- 10.5 Any person appointed to the office of Spokesperson or Chair of the Audit Group shall be eligible for reappointment but shall not be eligible for the same subject area for more than two consecutive terms of office whatever their duration.
- 10.6 The President and Vice-President will act, in liaison with one another, as Spokespersons for the Association, including communication with Ministers and Parliaments, and on all matters not covered by the appointment of Spokespersons at any given time.

11. BOARDS

- 11.1 The number, membership, powers, and functions of Boards will be determined by Convention in terms of Clause 5.1.
- 11.2 Subject to Clause 11.1, the function of a Board is to develop policy within the remit given to it by Convention working in conjunction with, and with the support of, the Leaders' Meeting and other Boards.
- 11.3 The Chair of each Board will be the Spokesperson appointed to that Board by Convention.
- 11.4 All Member Councils will be represented on the Boards established with the Chair having a casting vote.

12. SPECIAL INTEREST GROUPS

- 12.1 Subject to the approval of the Leadership Sounding Board, the Leaders' Meeting or a Board may establish Special Interest Groups in relation to functions within their remit. The membership, quorum, chair, powers and functions of a Special Interest Group established under this clause will be determined by the Leadership Sounding Board.
- 12.2 The function of a Special Interest Group is to support the development or implementation of those policy areas or priorities within its remit.
- 12.3 Any person appointed to chair a Special Interest Group shall be eligible for reappointment but shall not be eligible to serve in that role for more than two consecutive terms of office whatever their duration.
- 12.4 Special Interest Groups will not normally have decision making powers unless specifically agreed and specified by Convention or the Leadership Sounding Board on establishment.
- 12.5 Special Interest Groups shall report to Leaders' Meeting or to the Board, as appropriate.

13. FINANCE

- 13.1 There shall be submitted for consideration to a meeting of Convention prior to the 1st day of April in each year a statement of estimated income and expenditure for the year or years commencing on that date, and Convention shall then determine the Association's revenue and capital budgets.
- 13.2 Each Member Council shall be required to make a payment by way of subscription. The rate of subscription shall be determined annually by Convention and shall comprise a fixed flat rate and a proportion based on the population of the Member Council's area. Subscriptions shall be payable on 1 April each year. For the purposes of this Clause, the population of a Member Council's area shall be the Registrar General's estimate of the population of that area as at the 30th day of June preceding the financial year in question.
- 13.3 The Accounts of the Association shall be made up for the year to the 31st day of March. The Chief Executive shall be responsible for the preparation of an Income and Expenditure Account

and Balance Sheet each year, for their examination and certification by independent professional auditors and for the submission of those accounts to Convention.

- 13.4 The Association may invest, lend, or otherwise deal with monies not immediately required for its purposes in such manner as may be thought fit by the Leaders' Meeting and may borrow or raise money in accordance with financial regulations agreed by the Association.
- 13.5 The Association may purchase, take on lease or otherwise obtain land and buildings for use as offices, to provide accommodation for meetings of the Association, for the use of staff and related bodies and for the purpose of generating income to support the activities of the Association; and may sell, or otherwise dispose of, such land and buildings all on such terms and in such manner as the Leaders' Meeting considers suitable, and may establish companies for this purpose.
- 13.6 All deeds or other documents shall be granted by or taken in the name of the President, the Vice-President and the Chief Executive of the Association and their respective successors in office for the time being, as trustees *ex officio*s on behalf of the Association. Any such deeds or other documents shall be binding on the Association and on its individual constituent Member Councils jointly and severally, and any superior, grantor, landlord, donee or assignee shall not require to enquire into the authority for such actions.

14. LEADERSHIP SOUNDING BOARD/STAFFING COMMITTEE

- 14.1 The function of the Leadership Sounding Board is to act as a forum for identifying and discussing priority issues for Local Government in Scotland and to develop and strengthen working relationships within the Association.
- 14.2 The membership of the Leadership Sounding Board will be the President, Vice-President, Political Group Leaders and Spokespersons appointed by Convention.
- 14.3 The quorum for a meeting of the Leadership Sounding Board shall be one half of its membership. For the avoidance of doubt, Members participating via a remote meeting platform are treated as present and are counted as part of the quorum.
- 14.4 The Leadership Sounding Board will consider and, where appropriate, will determine proposals for Special Interest Groups made by the Leaders' Meeting or Boards in terms of Clause 12.1.
- 14.5 The Leadership Sounding Board will monitor the performance of Special Interest Groups and will make recommendations on that performance to the Leaders' Meeting or Boards as appropriate.
- 14.6 The Leadership Sounding Board will act as the Association's Staffing Committee and will be responsible for any staffing matters which are not delegated to the Association's officers, including the appointment of any member of the senior management team of the Association.

15. POLITICAL GROUP LEADERS

- 15.1 The functions of Political Group Leaders shall collectively be:
 - (a) leading negotiations with Scottish and, if appropriate, UK and European government in areas which fall outwith the remit of Spokespersons, or where the negotiation would go beyond the authority delegated to a Spokesperson;
 - (b) making decisions on issues where a government, for reasons of confidentiality, seeks discussion with Group Leaders and decision from them; and
 - (c) Dealing with urgent matters which, Group Leaders and the Office Bearers agree, cannot wait until a meeting of Convention, Leaders' Meeting or Board.
- 15.2 In exercising these functions the Association's Political Group Leaders shall collectively be required to:
 - (a) ensure that wherever possible they as a Group are taking into account any parameters previously set by Leaders' Meeting or Convention on such issues; and

- (b) their actions are reported to the first available meeting of the Association's standing structures for discussion and approval.

16. PENSION LIABILITIES

- 16.1 The Association is an admitted body Scheme employer participating in the Local Government Pension Scheme, Scotland (the "Scheme").
- 16.2 Notwithstanding Clause 13.6, the Chief Executive of the Association is expressly authorised to: (i) enter into new or revised terms of admission to the Scheme for and in respect of the Association as may be agreed by the Association and the appropriate administering authority (presently City of Edinburgh Council in its capacity as the administering authority for the Lothian Pension Fund); and (ii) enter into or procure any ancillary documentation relating to its participation in the Scheme from time to time, whether in satisfaction of the requirements of the appropriate administering authority or any legal or regulatory obligation relating to the Scheme.
- 16.3 By subscribing for membership of the Association, each Member Council accepts several liability (under Scots law) for the liabilities attributable to the Association in respect of the Association's participation in the Scheme and/or the liabilities of any third party participating in the Scheme in respect of which the Association has either assumed responsibility or other orphaned liabilities the administering authority has determined that the Association should be treated as responsible in accordance with the Scheme's governing provisions and, consequentially, any costs, claims, liabilities, expenses, contributions or payments arising in the future in respect of such any liabilities (howsoever arising) unless or until Section 17 applies.
- 16.4 Furthermore, in respect of such liabilities, each Member Council shall be deemed to have accepted the deed of guarantee to be issued in favour of City of Edinburgh Council (as administering authority of Lothian Pension Fund) in the form circulated by the Chief Executive of the Association on or around November 2021 (the "Guarantee"); and hereby authorises the Chief Executive of the Association to sign such deed on its behalf.
- 16.1 Each Member Council authorises the Chief Executive of the Association to:
 - (a) sign a Deed of Release in respect of the Guarantee in the event that a Member Council becomes a Past Member and is released from its obligations pursuant to Section 17.3; and/or
 - (b) sign such further Deeds to amend the Guarantee from time to time to reflect any changes to the proportion that the subscription paid by each Member Council bears to the total subscription of the Association.

17. RESIGNATION OF MEMBER COUNCILS

- 17.1 Any Member Council wishing to terminate its membership of the Association shall give not less than 12 months' notice, in writing, to the Chief Executive of the Association, to expire on 31 March in any year. If a Member Council intimates notice to terminate its membership in any financial year, the 12 month period of notice will not commence until the first day of the next financial year. At the expiration of the period of notice the Member Council shall cease to be a member of the Association and shall become a Past Member. At any time until ceasing to be a Member Council, the Member Council can withdraw its notice of termination, in which case it shall continue to be a Member Council.
- 17.2 Any Past Member shall, upon ceasing to be a member of the Association: -
 - (a) Forfeit all right to and claims upon the Association and its property and funds; and
 - (b) Lose any entitlement whatsoever to any share in the assets of the Association whether on a dissolution or otherwise.
- 17.3 Any Past Member shall remain liable for its share of the Liabilities of the Association for a period of five years from the date when the Past Member ceased to be a Member of the Association provided this liability was incurred or entered into prior to the date of their termination, the proportion of such liability to be calculated in the same proportion which the subscription paid by that Past Member bears to the total subscription of the Association in the financial year immediately preceding the date of termination.
- 17.4 For the purposes of Clauses 17 and 18 the Liabilities of the Association shall include, without prejudice to the general meaning of liabilities the following:

- (a) Any sums which are or may in the future become due and payable by the Association under the terms of any lease, licence, mortgage, debenture, loan, guarantee, indemnity or any other agreement or arrangement to which the Association is a party and pursuant to which the Association is or becomes indebted;
 - (b) Any sums which are or may in the future become due and payable by the Association or by its Member Councils or any one or more of them in respect of their participation in the Association;
 - (c) Any sums which are or may in the future become due to an administering authority for the purposes of the Local Government Pension Scheme regulations for the time being in force;
 - (d) The amount of any unfunded pension costs rechargeable to the Association and in respect of which the Association is required to pay. The amount of such unfunded pension costs shall be determined by an Actuary acting as an expert and appointed by the Association and their determination shall be conclusive;
 - (e) Any sums which are or may in the future become due and payable to officers and/or employees of the Association including salary, wages, redundancy, compensation for loss of office or employment or any other benefits (including early retirement packages) to which such officer or employee is or becomes entitled by reason of law or in circumstances where the Association is dissolved, in accordance with the policy of the Association existing at the time; and
 - (f) Any sums (whether by way of damages or otherwise) which are or may in the future become due and payable in respect of any liability in law whether in contract, delict or otherwise.
- 17.5 A sum may become due in the future in whatever circumstance including on the dissolution of the Association. For the purposes of Clauses 17 and 18, in the event of a dispute between a Member Council or Past Member and the Association as to the amount which an authority should contribute or receive under these Articles the matter shall be referred to arbitration.
- 17.6 Any arbitration shall be conducted in accordance with the Arbitration Rules of the Chartered Institute of Arbitrators. The Arbitrator shall be appointed by the current President of the Institute of Chartered Accountants of Scotland. In the event that the Arbitrator issues a determination providing that a Member Council or Past Member is liable to contribute a specified sum under this Article the Member Council or Past Member as appropriate, shall pay the monies which the Arbitrator determines it ought to pay within seven days of the issue of the award.

18. DISSOLUTION

- 18.1 If at any meeting of Convention a motion, notice of which must be given not less than six weeks prior to the date of the meeting at which it is to be considered, for the dissolution of the Association, shall be passed by at least two-thirds of members present with at least two-thirds of Member Councils represented at the meeting, the Leaders' Meeting shall thereupon proceed to realise the property of the Association and make arrangements whereby the Member Councils shall discharge the Association's liabilities.
- 18.2 On the completion of such arrangements, the remaining assets of the Association shall be distributed amongst Member Councils in the same proportion that the subscription paid by that Member Council bears to the total subscription of the Association in the financial year immediately preceding the completion of such arrangements.
- 18.3 In the event that the Association's property should prove to be insufficient to discharge its liabilities, Member Councils shall contribute such additional sum as is required to eliminate the deficiency and each Member Council's contribution shall be in the same proportion to the total deficiency as the subscription paid by that Member Council bears to the total subscription of the Association in the financial year immediately preceding the completion of such arrangements.
- 18.4 The provisions set out in this Clause do not apply where dissolution is affected for the purpose of reconstitution or merger, including reconstitution in a different legal form.

19. STAFFING

19.1 The Association shall employ a suitable person to be the Chief Executive of the Association and such staff as may be reasonably required.

20. ALTERATION OF THE COSLA CONSTITUTION

20.1 Convention shall have power to alter this Constitution, provided that notice of the alterations is given to Convention and each Member Council not less than 28 days prior to the date of the meeting at which it is to be considered, and a Motion in favour of each such alteration shall be passed by at least two-thirds of Members of Convention present.

COUNCILS' PROPORTIONATE REPRESENTATION ON CONVENTION

COUNCIL	NO. OF COUNCIL PLACES
Glasgow City	8
Edinburgh, City of	6
Fife	6
North Lanarkshire	6
South Lanarkshire	6
Aberdeen City	5
Aberdeenshire	5
Dundee City	5
Highland	5
Renfrewshire	5
Angus	4
Dumfries and Galloway	4
East Ayrshire	4
East Dunbartonshire	4
Falkirk	4
North Ayrshire	4
Perth and Kinross	4
Scottish Borders	4
South Ayrshire	4
West Lothian	4
Argyll and Bute	3
Clackmannanshire	3
Comhairle nan Eilean Siar	3
East Lothian	3
East Renfrewshire	3
Inverclyde	3
Midlothian	3
Moray	3
Orkney Islands	3
Shetland Islands	3
Stirling	3
West Dunbartonshire	3
TOTAL	133