

A teaching profession
for the 21st century

*Agreement reached following
recommendations made in the
McCrone Report*

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January 2001

CONTENTS

	Page
INTRODUCTION	2
BACKGROUND	3
THE AGREEMENT	
1. Career Structure	4
2. Conditions of Service	6
3. Pay	10
4. Developing and Supporting the profession	17
5. Future Negotiating Machinery	19
TIMETABLE FOR IMPLEMENTATION	21
FURTHER WORK REQUIRED	22
Annexes	
A - Membership of the Implementation Group	
B - Outline of Teacher Duties	
C - SNCT Criteria on the Working Week	
D - Code of Practice on Working Time Arrangements	
E - Administrative and Other Non Teaching Tasks	
F - Devolution Arrangements for National/Local Negotiation	
G - Constitution of the SNCT	
H - Local Recognition and Negotiating Framework	

* References in the agreement to the primary school sector include nursery provision.

INTRODUCTION

This document outlines the agreement reached to improve the professional conditions of service and pay for teachers.

The areas of agreement and the detail covered have been achieved through a unique process of discussion and dialogue among employers, teacher representatives and the Scottish Executive. The process has involved a great deal of hard work, time and commitment from all of those involved. Perhaps more importantly, it has demanded a genuine openness among the different interests represented, a willingness to listen and to try to understand other points of view and a determination to seize the opportunity presented to create a package of conditions and pay on which to build a confident and highly regarded teaching profession.

The process used and its success serves as a model for future discussion and negotiation. The new national and local negotiating machinery proposed in this agreement will operate on the basis of the model we have developed in this work. We have agreed that, for the future, the working relationships between teacher organisations, employers and the Scottish Executive will be based on mutual respect and understanding, on shared responsibility and on the shared development of ideas and programmes for change.

The agreement we have reached and the process we have used to get here, represents a unique opportunity to put in place the professional conditions of service which teachers in Scotland deserve and which they need to have if they are to deliver our shared objective of a world class education service which will fit our children well for the 21st century.

January 2001

BACKGROUND

- In May 2000, the report of the McCrone Inquiry into professional conditions of service for teachers was published. In September, following a series of meetings with teacher organisations and with COSLA, Ministers established an Implementation Group with the following remit.
- To examine those recommendations in the McCrone Report which require formal negotiation;
- To consider detailed proposals for the implementation of those recommendations;
- To agree key principles which will underpin the further work to be taken forward after the Group has ceased to exist; and
- To make recommendations to the three stakeholders (employers, teacher organisations and the Scottish Executive) on these and any related matters.

The Implementation Group was tripartite, with membership drawn from all of the teacher organisations, employers (through COSLA) and from the Scottish Executive. The timetable for the Group's work was tight, aiming to consider all of the areas under its remit and make recommendations to the Minister by the end of the year.

Underpinning the Group's work was a shared understanding of the importance of the task they were undertaking and a shared agreement on a number of critical areas.

- The central role teachers play in the quality and effectiveness of learning in school and the importance of the critical relationship between teacher and pupil
- Appreciation that teachers are committed and talented professionals who aim to develop and realise the potential of every child
- That this important work is critically, carried out within the framework of social inclusion which seeks to engage every child in learning and personal development to secure achievement and the promotion of confidence and ambition in all our young people
- An understanding that the current conditions of service for teachers were no longer fully able to support and develop the profession
- A recognition that this was a unique opportunity to address the question of teachers' esteem, professional autonomy and public accountability in a way which would enhance the capacity of school education to meet the challenges of the 21st century.

On this basis, the Implementation Group began its work towards the conclusions outlined in the agreement which follows.

The membership of the Implementation Group is attached at Annex A.

THE AGREEMENT

1. CAREER STRUCTURE

The agreement reached provides for an improved and simplified career structure for all teachers. The new structure will be common across all sectors. Final placement in the new structure for existing holders of promoted posts will be on the basis of agreed criteria which are fair, equitable and transparent.

1.1 New structure to be introduced from April 1 2002.

CLASSROOM TEACHER	PROBATION
	MAINGRADE
PRINCIPAL TEACHER	CHARTERED TEACHER
DEPUTY HEADTEACHER	
HEADTEACHER	

1.2 Progression through the Chartered Teacher grade will be by qualification. The details of this have still to be fully developed and will be done so by the Executive in partnership with COSLA and the Teacher Organisations.

(Assimilation arrangements to the new structure for existing holders of promoted posts are outlined in Section 3, Pay)

1.3 Final salary placement to the new structure for existing holders of promoted posts will be determined through a job sizing exercise. The development of this exercise will be undertaken by the new national negotiating body the Scottish Negotiating Committee for Teachers (SNCT), (Section 5) on the basis of the following principles.

- The job sizing methodology will be developed nationally for implementation at local authority level, based on consultation and agreement
- Each council will secure agreement through the local negotiating committee on the timetable for implementation and the process to be used
- Trained staff will use the methodology; trade union representatives among others will be trained to undertake this work
- The job sizing exercise conducted at local level will be done in a fair and transparent way

1.4 From August 2003, all posts of Principal Teacher, Depute Headteacher and Headteacher will be subject to an agreed job sizing exercise, based on the following criteria.

- School Roll
- Management responsibilities - staff, finance, health and safety, welfare, pupils and resources
- Policy development and monitoring - development and delivery of policies and plans
- External liaison - working with parents, carers, other professionals and external agencies
- Whole school activities - participating in the whole school/authority wide activities

2. CONDITIONS OF SERVICE

Nationally agreed conditions of service are central to teachers' contracts of employment and a key element in the delivery of the objectives outlined in the McCrone Report. Contracts of employment determine the rights and obligations of teachers and their employers, and provide an effective framework for the education of children. The Implementation Group wishes to stress the importance of the agreements reached on new arrangements for conditions of service as being a foundation for progress, as representing the emerging consensus on the delivery of priorities and the necessary steps to develop the education service. This consensus is based first and foremost on the need for trust and mutual respect among teachers, employers and the Scottish Executive.

In presenting this agreement on conditions of service, the Implementation Group has sought to do three things: reconcile existing conditions of service to the demands placed on the service and develop McCrone's recommendations to this end; manage change and provide certain safeguards for teachers; and put in place a new framework which promotes professionalism and which places teachers at the heart of teaching and children at the heart of learning.

As a consequence of the agreements reached by the Implementation Group, the Scheme of Salaries and Conditions of Service will be revised to reflect the agreed changes. These changes will form part of teachers' contracts of employment once the new Scottish Negotiating Committee for Teachers has ratified them. The agreements on conditions of service are presented below.

2.1 Teacher Duties

A revised outline of teacher duties has been agreed and is attached at Annex B. This outline should not function as a prescriptive list but as guidance for the development of specific job descriptions in local authorities.

2.2 Working Hours: Working Week

Agreement has been reached on the working week as follows:

- the introduction of a 35 hour week for all teachers from 1 August 2001;
- a phased reduction in maximum class contact time to 22.5 hours per week equalised across the primary, secondary and special school sectors;
- during the phasing period, the class contact commitment of a teacher will be complemented by an allowance of personal time for preparation and correction: this allowance will be no less than one third of the teacher's actual class contact commitment;
- all tasks which do not require the teacher to be on the school premises can be carried out at a time and place of the teacher's choosing: teachers will notify the appropriate manager of their intention in this respect; and

- from August 2006, at the earliest, the contractual obligations of teachers will be expressed in relation solely to a 35 hour week within which a maximum of 22.5 hours will be devoted to class contact.

2.3 It has been agreed that the process of change needs to be properly managed and therefore supporting phasing arrangements have been developed which involve:

- the introduction of a personal allowance of one third of actual class contact time as described above;
- the use of the remaining time (that is, time beyond the combined class contact and preparation/correction allowance) will be subject to agreement at school level and will be planned to include a range of activities, such as:

additional time for preparation and correction
parent meetings
staff meetings
formal assessment
preparation of reports, records etc
curriculum development
forward planning
continuing professional development
additional supervised pupil activity
professional review and development;

- a key role for the Scottish Negotiating Committee for Teachers (SNCT) in determining when the objective conditions are in place to move to the final contractual arrangements, and
- a set of criteria that will enable the SNCT to determine when all the appropriate conditions have been met. These are outlined in Annex C.

2.4 The following table summarises the transitional arrangements.

		<u>Maximum Class Contact</u>	<u>Minimum Personal Allowance (33%)</u>
<u>Stage 1</u>	From August 2001		
	Primary	25.0	8.5
	Secondary	23.5	8.0
	Special	22.5	7.5
<u>Stage 2</u>	From August 2004		
	Primary	23.5	8.0
	Secondary	23.5	8.0
	Special	22.5	7.5
<u>Stage 3</u>	From August 2006		
	Primary	22.5	7.5
	Secondary	22.5	7.5
	Special	22.5	7.5
<u>Stage 4</u>	From no earlier than August 2006		
	All Sectors	22.5	Within the 35 hour working week

- In order to complement the phasing arrangements and the new structure of the working week, a Code of Practice on Working Time Arrangements has been agreed. The text of the Code of Practice is provided at Annex D.
- In the case of promoted post holders in schools, the Implementation Group has considered their working arrangements and has agreed that managers require time for additional duties outwith teaching and associated preparation in order to fulfil their broad professional duties.

2.5 Continuing Professional Development (CPD) and the Working Year

- The length of the working year for teachers will continue to be 195 days.
- Teachers shall have an ongoing commitment to maintain their professional expertise through an agreed programme of continuing professional development.
- An additional contractual 35 hours of CPD per annum will be introduced as a maximum for all teachers, which shall consist of an appropriate balance of personal professional development, attendance at nationally accredited courses, small scale school based

activities or other CPD activity. This balance will be based on an assessment of individual need taking account of school, local and national priorities and shall be carried out at an appropriate time and place.

- Every teacher will have an annual CPD plan agreed with her/his immediate manager and every teacher will be required to maintain an individual CPD record.
- It is recognised that a quality based framework for professional development will take some time to deliver and therefore, teachers will work towards but not be expected to meet the full commitment until August 2003.

2.6 Absence Cover

It is agreed that absence cover arrangements will be a devolved matter under the new negotiating arrangements outlined in Section 5. Local negotiating committees will be able to reach agreement to retain the existing arrangements or to negotiate variation as locally determined and agreed.

2.7 Transfer of Temporary Teachers to the Permanent Staff

It has been agreed to establish a national Code of Practice on the use of temporary contracts in Scottish schools. Once the new Code of Practice is agreed local negotiating committees can replace the existing clause 8.5 of the Scheme with a local agreement based on the national Code of Practice.

3. PAY

Salary Increases and Transitional Arrangements

3.1. Existing Classroom Teachers will receive a 10% increase from 1 April 2001 and will also receive any annual increments due in August of that year. Classroom Teachers will also receive a 4% increase from 1 April 2002 and any annual increments due in August of that year. At 1 January 2003 Classroom Teachers will receive a 3.5% increase, followed by a 4% increase in August 2003. The increase in August of 2003 also represents the assimilation to the new salary scale for Classroom Teachers.

3.2 Existing Senior Teachers (STs) and Assistant Principal Teachers (APTs) will receive a 10% increase from 1 April 2001 and any annual increment due in August of that year. From 1 April 2002 STs and APTs will receive a 4% increase and any annual increments due for August that year. At 1 January 2003, STs and APTs will receive a 3.5% increase. In August of the same year they will assimilate to the third point of the Chartered Teacher Scale.

3.3 Principal Teachers will receive a 10% increase from 1 April 2001. From 1 April 2002 Principal Teachers will receive a 4% increase. At 1 January 2003 Principal Teachers will receive a 3.5% increase. At 1 August 2003 Principal Teachers will receive a 4% increase. Principal Teachers will be subject to a job sizing exercise. The exercise should be completed by no later than 1 August of 2003.

3.4 Depute Headteachers and Headteachers will receive a 10% increase from 1 April 2001. From 1 April 2002 Depute Headteachers and Headteachers will receive a 4% increase. At 1 January 2003 Depute Headteachers and Headteachers will receive a 3.5% increase. At 1 August 2003 Depute Headteachers and Headteachers will receive a 4% increase. Depute Headteachers and Headteachers will also be subject to a job sizing exercise. The exercise should be completed by no later than 1 August of 2003.

The full salary increases and transitional arrangements are set out as follows.

Classroom Teachers

Existing Scale £	2001 APRIL 10%	2001 AUG	2002 APRIL 4%	2002 AUG	2003 JAN 3.5%	2003 AUG 4%
(14,022)	*16,005	16,005	16,743	16,743	17,229	18,000
14,550	16,005	18,315	19,047	20,055	20,757	21,588
15,249	16,773	18,315	19,047	20,055	20,757	21,588
15,948	17,544	18,315	19,047	20,055	20,757	21,588
16,650	18,315	19,284	20,055	21,255	21,999	22,878
17,532	19,284	20,436	21,255	22,293	23,073	23,997
18,579	20,436	21,594	22,293	23,763	24,594	25,578
19,632	21,594	22,848	23,763	25,266	26,151	27,198
20,772	22,848	24,294	25,266	26,670	27,603	28,707
22,086	24,294	25,644	26,670	26,670	27,603	28,707
23,313	25,644	25,644	26,670	26,670	27,603	28,707

*Probation point

Assistant Principal Teachers and Senior Teachers

Existing Scale £	2001 APRIL 10%	2001 AUGUST	2002 APRIL 4%	2002 AUGUST	2003 JANUARY 3.5%	2003 AUGUST 4%
24,021	26,424	27,192	28,281	28,281	29,271	* 31,299
24,720	27,192	27,954	29,073	29,073	30,090	31,299
25,413	27,954	27,954	29,073	29,073	30,090	31,299

* Assimilation to third point of the Chartered Teacher Scale

Principal Teachers

Existing Pay Point £	2001 APRIL 10%	2002 APRIL 4%	2003 JANUARY 3.5%	2003 AUGUST 4%
26,301	28,932	30,087	31,140	32,388
26,649	29,313	30,486	31,554	32,817
27,171	29,889	31,083	32,172	33,459
28,056	30,861	32,097	33,219	34,548
28,920	31,812	33,084	34,242	35,613
29,808	32,790	34,101	35,295	36,705
30,681	33,750	35,100	36,327	37,782

New Pay Range for Principal Teachers

- £
- 1) 31,299
 - 2) 32,601
 - 3) 33,900
 - 4) 35,199
 - 5) 36,501
 - 6) 37,800
 - 7) 39,099
 - 8) 40,401

The new pay range will be introduced by no later than August 2003. The value of salaries will be determined using a job sizing methodology.

Depute Heads and Headteachers (Incorporating existing Assistant Headteachers)

Existing Pay Point £	2001 APRIL 10%	2002 APRIL 4%	2003 JANUARY 3.5%	2003 AUGUST 4%
28,881	31,770	33,039	34,197	35,565
29,568	32,526	33,825	35,010	36,411
30,261	33,288	34,620	35,829	37,263
31,641	34,806	36,198	37,464	38,964
32,328	35,562	36,984	38,277	39,810
33,015	36,318	37,770	39,090	40,656
33,708	37,080	38,562	39,912	41,508
34,407	37,848	39,363	40,740	42,369
35,235	38,760	40,308	41,721	43,389
36,393	40,032	41,634	43,092	44,814
37,533	41,286	42,939	44,442	46,218
38,688	42,558	44,259	45,807	47,640
39,834	43,818	45,570	47,166	49,053
40,986	45,084	46,887	48,528	50,469
42,138	46,353	48,207	49,893	51,888
44,433	48,876	50,832	52,611	54,714
47,883	52,671	54,777	56,694	58,962
50,184	55,203	57,411	59,421	61,797
52,479	57,726	60,036	62,136	64,623
54,774	60,252	62,661	64,854	67,449

New Pay Range for Depute Headteachers and Headteachers

£

- 1) 35,500
- 2) 36,600
- 3) 37,800
- 4) 39,099
- 5) 40,401
- 6) 41,499
- 7) 42,699
- 8) 43,899
- 9) 45,099
- 10) 46,299
- 11) 48,300
- 12) 50,301
- 13) 52,299
- 14) 54,300
- 15) 57,300
- 16) 60,300
- 17) 63,300
- 18) 66,300
- 19) 69,300

The new pay range for Depute Headteachers and Headteachers will be introduced by no later than August 2003. The value of salaries will be determined using a job sizing methodology.

As a result of the job sizing exercise some postholders may be conserved under the terms of this agreement. It is intended that the salary point which reflects the 4% increase at August 2003 will be the substantive conserved salary point. Should any further salaries restructuring take place at some point in the future, following the initial job sizing exercise, then it is intended that teachers on existing conserved salaries should be placed on the nearest point of any new promoted salaries range so devised.

Salary Scales at August 2003

<u>Main Grade</u>		<u>Chartered Teacher</u>		<u>Principal Teacher</u>	
	£		£		£
1	18,000 Probation	1	29,601	1	32,388
2	21,588	2	30,600	2	32,817
3	22,878	3	31,299*	3	33,459
4	23,997	4	32,601	4	34,548
5	25,578	5	33,900	5	35,613
6	27,198	6	35,199	6	36,705
7	28,707			7	37,782

DHT/HT

	£
1	35,565
2	36,411
3	37,263
4	38,964
5	39,810
6	40,656
7	41,508
8	42,369
9	43,389
10	44,814
11	46,218
12	47,640
13	49,053
14	50,469
15	51,888
16	54,714
17	58,962
18	61,797
19	64,623
20	67,449

* The assimilation point for Senior Teachers and Assistant Principal Teachers.

Assimilation of Senior Teachers and Assistant Principal Teachers to the new Salary Structure

It has been agreed that existing Assistant Principal Teachers and Senior Teachers will, for salary purposes, assimilate at 1 August 2003 to the third point of the Chartered Teacher Scale, which is equivalent to the first pay point on the Principal Teacher pay range.

Until 1 August 2003 all Assistant Principal Teachers and Senior Teachers will continue to perform their existing duties.

3.5 Retirement Options: Winding Down Scheme

- A winding down scheme will be introduced to which teachers meeting the criteria can apply. To take this forward amendments will be made to the existing pension scheme to enable:
 - Long serving teachers to work for half time (or longer) in the five years before retirement age while preserving their previous pension expectations;
 - Such contracts could provide part-time work, including supply cover at either the previous level or in a post of less responsibility;

- The mechanism, details of which are still to be finalised will credit a full year's pensionable service for each year worked under the special part-time contract;
- The likely eligibility conditions will be 25 years service as a teacher with some allowance made within this for periods of part-time service or career breaks.
- It is recognised that the implementation of this scheme requires specific operational and equalities issues to be addressed before a final scheme can be agreed and put in place. The Scottish Negotiating Committee for Teachers will undertake further work in this regard with the Scottish Public Pensions Agency to develop the details of the winding down scheme.

3.6 Salary Placement

The details of this agreement will require certain changes to be made to the existing salary placement regulations, as specified in the Scheme of Salaries and Conditions of Service. It has not been possible to present the required changes within the time available. It has, therefore, been agreed that the Scottish Negotiating Committee for Teachers will revise the existing salary placement regulations.

3.7 Salary Conservation

Agreement has been reached to the effect that all teachers holding promoted posts at 31 March 2001 will continue to be protected by the conservation arrangements outlined in section 6.3 of the Scheme of Salaries and Conditions of Service. All teachers appointed to promoted posts from 1 April 2001 onwards will be entitled to cash conservation for a period of three years should their substantive salary level be downgraded.

4. DEVELOPING AND SUPPORTING THE PROFESSION

In developing and supporting the profession, the aim is twofold. We intend to enhance the opportunities available to all teachers for professional development and minimise the incidence of teachers undertaking work which is not directly related to their key role in teaching and learning.

4.1 Professional Development

- There should be a review of initial teacher education.
- All probationers should be guaranteed a one-year training contract with a maximum class commitment of 0.7 FTE, the remaining time available for professional development. Probation will be limited to one year and permanent employment restricted to fully registered teachers.
- Continuing professional development (CPD) should be a condition of service including every teacher having a commitment to CPD, with individual CPD plans agreed once a year with the immediate manager, and teachers maintaining a personal record of CPD.
- CPD is an essential opportunity for staff and should be accessible and applicable to every teacher.
- It is the employers' responsibility to ensure a wide range of CPD development opportunities and the teacher's responsibility to undertake a programme of agreed CPD which should be capable of being discharged within contractual working time.
- Local authorities will as part of the continuing development of CPD, undertake to review their provision within the arrangements for the development of a national register of approved CPD providers, and consideration should be given to the role of a national agency such as learn.direct Scotland in this regard: not all CPD will necessarily be accredited, but there should be maximum opportunity for accreditation.
- Progression through the Chartered Teacher grade will be by qualification, with access open to teachers who have relevant experience and who have maintained a CPD portfolio. There is a need to design transition arrangements which take full account of prior learning and describe an accelerated route based on folio submission with evidence covering the core activities undertaken within the qualification route.

4.2 Support Staff Arrangements

The Implementation Group agreed that the deployment of additional support staff across a wide range of tasks and functions such as administration, finance and secretarial services etc, was important both in addressing teacher workload and in bringing in to education professional skills which are appropriate to the range of activities required. To take this forward the following provision has been agreed.

- There will be significant investment in additional support staff. These additional staff should include the full range of posts recommended in McCrone specifically bursar, administrative and ICT support to schools. The resources should enable approximately the equivalent of an additional 3,500 staff. As part of the monitoring of the implementation of this agreement there will be an audit of the number of additional support to be completed by March 2004.
- Classroom Assistants will be introduced to secondary schools as part of the general uplift in resources for support staff.
- The deployment of these additional resources will be determined locally on the basis of local need and within the context of devolved school management arrangements.
- All schools must have somebody available to deal with routine emergencies and contact parents during the pupil day. This resource will be found through the review of existing support staff arrangements or as part of the additional support staff resources.
- A list of tasks, which should not be routinely carried out by teachers has been agreed and is attached at Annex E. These tasks would generally be undertaken by support staff thereby allowing the particular skills and experience of the teacher to be deployed most effectively.
- The introduction of the additional support staff will be phased in over a 3-year period commencing 1 April 2001.

5. FUTURE NEGOTIATING MACHINERY

Agreement has been reached to establish a new national negotiating body and local negotiating committees covering each of the 32 local authorities. The national body will be tripartite and will operate on the basis of consensus. The devolution of areas of conditions of service to local negotiation will increase the capacity to develop arrangements which meet local circumstances, whilst the national body will retain responsibility for those areas of pay and conditions of service which most appropriately should be the subject of national agreement. A note of the devolved arrangements is attached at Annex F.

5.1 National Arrangements

There will be a new national negotiating committee, to be known as the Scottish Negotiating Committee for Teachers (SNCT). The Committee will be fully tripartite (i.e. will have representation from the Teaching Unions, COSLA and the Scottish Executive) and will carry out its functions as follows:

- The Teacher Unions will have 11 representatives, COSLA will have 8 and the Scottish Executive 3 (membership will be a matter for determination by each side);
- The Committee will reach agreements covering pay and national conditions of service and will receive information from the local negotiating committees on agreements reached at Council level; and
- The Committee will establish an appeals mechanism to permit disputes on the interpretation of national agreements to be settled at national level.

A copy of the agreed constitution for the SNCT is attached at Annex G.

5.2 Local Negotiations

Agreement has also been reached on the establishment of local negotiating committees for teachers. These Committees will have powers to vary certain devolved, conditions of service agreements and to reach agreement on a range of matters not subject to national bargaining. The establishment of these local-negotiating committees includes the following elements:

- All teacher unions will be formally recognised at local level and it will be for the Teachers' Side to determine its representation having regard to relative memberships;
- All agreements which vary devolved conditions of service arrangements will be reported to the SNCT for information; and
- A timetable for the devolution of certain conditions of service matters is set out below.

5.3 Agreement has been reached on the terms of a model local recognition and procedure framework and on the conditions of service matters on which local agreements can be concluded. A framework recognition and procedure agreement for use at local level has been agreed and is set out at Annex H.

April 2001

The new National Negotiating Committee issues the terms of the Local Framework Recognition and Procedure Agreement.

August 2001 - April 2002

Local negotiating committees for teaching staff are to be established and formal local recognition and procedures to be signed.

August 2001 - April 2004

Local agreements can be concluded on the range of conditions of service areas identified within the national agreement. All local agreements to be reported to the new National Negotiating Committee (for information).

April 2004 - August 2004

The new National Negotiating Committee to conduct a thorough review of the new procedures with a view to determining whether the balance between local and national bargaining should be further amended.

5.4 Research into Salary Levels

It has been agreed that the SNCT will have power to commission research into pay levels or any other matter which it may agree would be helpful within its remit.

TIMETABLE FOR IMPLEMENTATION

It is recognised that the package of improvement and change outlined in this agreement is substantial and will need time to be effectively introduced and managed.

The following timetable provides a note of the key dates in the transition period.

2001

- Phase one of the salary increases (**1 April**)
- Introduction of a 35-hour week for all teachers (**1 August**)
- Within the 35 hour week there will be a minimum personal allowance of 33% of actual class contact time made available for preparation and correction (**1 August**)
- Introduction of additional contractual 35 hours per year for CPD (**1 August**)

2002

- Local negotiating committees for teaching staff to be established and formal local recognition and procedures signed (**no later than 1 April**)
- Introduction of the new career structure (**1 August**)
- Introduction of new probation arrangements (**1 August**)

2003

- The job sizing exercise for promoted staff shall be completed (**no later than 1 August**)
- Teachers expected to meet the full commitment of an additional 35 hours per annum for CPD (**1 August**)

2004

- Completion of the recruitment of additional support staff (**31 March**)
- Completion of stage two of the transitional arrangements and the recruitment of additional teachers to facilitate the move towards a maximum class contact time of 22.5 hours (**1 August**)
- SNCT review of local and national negotiating arrangements (**April - August**)

2006

- Completion of stages 3 and 4 of the transitional arrangements to complete the introduction in maximum class contact time to 22.5 hours (**no earlier than 1 August**)

FURTHER WORK REQUIRED

The following areas of work outlined in this agreement are referred for further development to the SNCT and the Scottish Executive.

SCOTTISH NEGOTIATING COMMITTEE for TEACHERS

- Further dialogue between the SNCT and the Scottish Public Pensions Agency regarding the implementation details and time-table for the winding down scheme.
- Changes by the SNCT to the salary placement regulations specified in the Scheme of Salaries and Conditions of Service.
- SNCT to give early consideration to the opportunities and costs for the introduction of teacher sabbaticals.
- SNCT to give early consideration to the issue of family leave and other work/life balance issues.
- SNCT to develop a new national Code of Practice on the use of temporary contracts in Scottish schools.
- The development of an output system by the SNCT to measure the impact of additional support on the volume of administrative work undertaken by teachers.
- As part of the changes in pay and conditions for teachers in Scotland, it is necessary to re-codify a number of areas covered by this agreement. This will be done by introducing Code(s) of Practice which would be agreed at national level by the SNCT and which would then exist alongside current legislation and the Scheme of Salaries and Conditions of Service (as revised).
- SNCT to review the salaries and conditions of service for psychologists and advisers: this review to be completed by the end of June 2001.
- SNCT to give consideration to the introduction of Principal Teacher posts in the primary sector.

SCOTTISH EXECUTIVE

- A review of initial teacher education.
- The Executive in partnership with COSLA and the teacher organisations will agree arrangements for the accreditation of prior learning to access the Chartered Teacher grade for existing post holders.
- The Ministerial Strategy Committee on CPD will carry out work on the staff development and review process. This group will also consider issues with respect to access and delivery of CPD.

- The development of a career structure model for support staff in schools and for teacher training in collaborative working with non-teaching staff.
- To commission research into the relationship between class sizes and attainment.
- To take forward the work of the Ministerial Task Group on inclusion and pupil discipline.
- The Executive, COSLA, the teaching unions and the GTC to review the issues associated with the availability of school supply cover.
- The Executive will work with their colleagues to take forward the work necessary to establish a National Information System. This system to include IT formatting for reporting/forward planning.

For further information or additional copies of this Agreement, contact:

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January 2001

A TEACHING PROFESSION FOR THE 21ST CENTURY

IMPLEMENTATION GROUP

Membership

Chair – Jack McConnell MSP, Minister for Education, Europe and External Affairs
 Sam Galbraith MSP, Minister for Children and Education (October 2000)

Cllr. Norman Murray	COSLA
Cllr. Pat Watters	COSLA
Cllr. Danny McCafferty	COSLA
Cllr. Helen Law	COSLA
Cllr. David Suckling	COSLA
Cllr. Alan Findlay	COSLA
Oonagh Aitken	COSLA advisor
Gordon Jeyes	COSLA advisor
Jim Gibson	COSLA advisor
Alan Cuthbertson	COSLA advisor
Bill Milligan	AHTS
Ronnie Smith	EIS
Malcolm Maciver	EIS
Donald Matheson	HAS
Pat O'Donnell	NASUWT
Susan Leslie	PAT
David Eaglesham	SSTA
Alan Taylor	Advisor
John Anderson	Advisor
Ken Wimbor	Advisor
George Ross	Advisor
Jeane Freeman	Scottish Executive
Mike Ewart	Scottish Executive
Sarah Morrell	Scottish Executive - Secretariat
John Swift	Scottish Executive - Secretariat
Stephanie Walsh	Scottish Executive - Secretariat

OUTLINE OF TEACHER DUTIES

Teacher/Chartered Teacher

Subject to the policies of the school and the education authority the duties of teachers, promoted and un-promoted, are to perform such tasks as the Headteacher shall direct having reasonable regard to overall teacher workload related to the following categories: -

- (a) teaching assigned classes together with associated preparation and correction.
- (b) developing the school curriculum.
- (c) assessing, recording and reporting on the work of pupils.
- (d) preparing pupils for examinations and assisting with their administration.
- (e) providing advice and guidance to pupils on issues related to their education.
- (f) promoting and safeguarding the health, welfare and safety of pupils.
- (g) working in partnership with parents, support staff and other professionals.
- (h) undertaking appropriate and agreed continuing professional development.
- (i) participating in issues related to school planning, raising achievement and individual review.
- (j) contributing towards good order and the wider needs of the school.

Principal Teacher (Curriculum/Pastoral)

- (a) responsibility for the leadership, good management and strategic direction of colleagues.
- (b) curriculum development and quality assurance.
- (c) contributing to the development of school policy in relation to the behaviour management of pupils.
- (d) the management and guidance of colleagues.
- (e) reviewing the CPD needs, career development and performance of colleagues.
- (f) the provision of advice, support and guidance to colleagues.
- (g) responsibility for the leadership, good management and strategic direction of pastoral care within the school.
- (h) the development of school policy for the behaviour management of pupils.
- (i) assisting in the management, deployment and development of pastoral care staff.
- (j) implementation of whole school policies dealing with guidance issues, pastoral care, assessment and pupil welfare.
- (k) working in partnership with colleagues, parents, other specialist agencies and staff in other schools as appropriate.

Headteacher

The role of the Headteacher is, within the resources available, to conduct the affairs of the school to the benefit of the pupils and the community it serves, through pursuing objectives and implementing policies set by the education authority under the overall direction of the Director of Education. The Headteacher shall be accountable to the education authority for the following list of duties and for such other duties as can reasonably be attached to the post:

- (a) responsibility for the leadership, good management and strategic direction of the school.
- (b) responsibility for school policy for the behaviour management of pupils.
- (c) the management of all staff, and the provision of professional advice and guidance to colleagues.
- (d) the management and development of the school curriculum.
- (e) to act as adviser to the School Board and to participate in the selection and appointment of the staff of the school.
- (f) to promote the continuing professional development of all staff and to ensure that all staff have an annual review of their development needs.
- (g) working in partnership with parents, other professionals, agencies and schools.
- (h) to manage the health and safety of all within the school premises.

Depute Headteacher

The role of the Depute Headteacher is to assist and, where necessary, to deputise for the Headteacher in the conduct of the schools affairs.

SNCT CRITERIA ON THE WORKING WEEK

The following objective conditions will be used to determine the implementation of the national agreement on the working week in August 2006.

- 1 The number of teachers in service to deliver the reduction in class contact time to 22.5 hours per week.
- 2 The establishment of national, local and school based negotiating machinery.
- 3 Clear monitoring procedures at local level.
- 4 The outcome of a sample workload survey.
- 5 A joint evaluation/audit of working arrangements at local level to assess the wider cultural climate in schools.

CODE OF PRACTICE ON WORKING TIME ARRANGEMENTS FOR TEACHERS

The working hours and duties of teachers are negotiated nationally and form part of the agreed conditions of service for teachers. This code of practice has been drawn up to describe in more detail the rights and responsibilities involved in translating national conditions of service into practice.

The code of practice will operate within the context of national and local negotiating arrangements.

For the duration of the transitional period, individual contracts will contain an additional condition that working time arrangements will operate in accordance with the national code of practice.

The code of practice will be kept under review during the transitional period.

It shall inform discussions on working conditions at local level and will require to be supported by effective consultative arrangements at establishment level that ensure full participation by all staff in key decisions affecting their establishment. Discussions will be led by the Head Teacher as overall manager and the person ultimately accountable for the activities of the school.

With these mechanisms in place, it should be possible to resolve disputes, which may be individual or collective, without recourse to grievance procedures. This would not affect a teacher's existing right to resort to formal grievance procedures.

It is also intended that the Code of Practice will assist teachers to manage their workload more effectively. Effective planning procedures should assist with the management of workload.

In terms of assisting with local planning and with the control of teacher workload, national priorities will be set. These will be few in number and will normally be constant over a reasonable period of time. Teachers have a right and an obligation to contribute to the process by which national and local priorities are determined. Programmes of change will require the full participation of staff at establishment level in decisions about the pace of change.

Each educational establishment will prepare a school plan in accordance with the Standards in Scotland's Schools etc Act 2000. The plan will reflect establishment, local and national priorities. Plans will take account of staffing and other resources required. All teachers will have the right to be fully involved in the development of the plan and to be consulted on their contribution to the plan, and the responsibility for realising the school's development priorities. If a plan requires to be reviewed to take account of individual or collective circumstances, staff will be involved in any review as appropriate.

Teachers have a responsibility to work co-operatively with colleagues and others to pursue the overall objectives of the service. Each educational establishment will prepare an annual programme of activities, which require the involvement of teachers. In each school, teachers will agree the range of collective activities contributing to the wider life of the school on a collegiate basis. The use of the remaining time (that is, time beyond the combined class

contact and preparation/correction allowance) will be subject to agreement at school level and will be planned to include a range of activities, such as:

- additional time for preparation and correction
- parents meetings
- staff meetings
- preparation of reports, records etc
- forward planning
- formal assessment
- professional review and development
- curriculum development
- additional supervised pupil activity, and
- continuous professional development

The individual and collective work of teachers should be capable of being undertaken within the 35-hour working week.

To assist the process of reaching agreement on collective time, each education establishment will put in place effective mechanisms. Such mechanisms will be determined at local authority level and shall reflect local circumstances. The negotiating machinery at local authority level and at national level will monitor the effectiveness of school mechanisms in ensuring agreement on, and prioritisation of, teachers' working time.

Individual teachers will use their professional judgement in relation to the prioritisation of tasks. In exercising their professional judgement, teachers will require to take account of objectives determined at school, local authority and national levels.

For most teachers, preparation and correction will be the most time consuming activities outwith class contact time. This requires to be reflected in the way that a teacher's working time is deployed. In terms of the remaining time, teachers will be available for meetings and other collective activities during the course of the 35-hour working week. If a teacher is not required to be on the school premises for certain duties, for example preparation and correction, these may be undertaken at a time and place of the teacher's own choosing. Teachers will be expected to notify the appropriate line manager of their intentions in this respect.

Teachers have a right and a responsibility to contribute to the development of a quality service. They have a professional commitment to develop their skills and expertise in classroom practice and other related matters through an agreed programme of continuing professional development. An additional contractual 35-hours of CPD per annum will be introduced as a maximum for all teachers, which shall consist of an appropriate balance of personal professional development, small scale school based activity, attendance at nationally accredited courses or other CPD activities. As part of this professional commitment teachers will have a CPD plan that is agreed annually with their line manager based on assessment of individual need. Teachers are also required to maintain an individual CPD record for professional purposes.

ADMINISTRATIVE AND OTHER NON TEACHING TASKS

This list of tasks should not routinely be carried out by teachers. The list is illustrative and not exhaustive. These tasks would generally be undertaken by support staff thereby allowing the particular skills and experience of the teacher to be deployed most effectively.

- The supervision of pupils within the school grounds, in dining and/or recreation areas during school hours but outwith scheduled teacher class contact time;
- Administration of the school meals service, including collection of money and issue of tickets;
- Collection/collation of data for the school meals service;
- Documenting and maintaining pupil disciplinary records;
- Administrative elements of pupil welfare requirements, including support of guidance staff with routine documentation and information dispersal;
- Reception and telephonist duties;
- First aid and administration of drugs;
- Administration and documentation relating to out-of-school visits/work experience/visiting groups etc;
- Copy typing/filing/photocopying;
- Administrative detail of register/absence procedures/issue of standard letters;
- Non-professional aspects of school reporting procedures, preparation of envelopes, transfer of information, photocopying, filing etc;
- Inputting of assessment data;
- Transmission of recorded data to external bodies;
- Organising and obtaining supply cover;
- Administrative aspects of resourcing, stocktaking, ordering, checking and invoice reconciliation;
- Property management;
- Repair and maintenance of IT and AV resources;
- Recording of educational broadcasts;
- Administration of after-school-care

NEGOTIATING MACHINERY

ARRANGEMENTS FOR LOCAL BARGAINING

Key Principles

It is accepted that there should be an enhanced role for Trade Unions and Councils at local level to conclude agreements, which either vary certain national conditions of service agreements or deliver agreements on a range of matters, which are not subject to national negotiations.

Existing national agreements will be defined as either national matters or devolved matters. National Matters remain to be negotiated nationally while devolved matters could be varied, by agreement, locally. All local agreements must be reported to the negotiating committee for information.

National and devolved matters are defined as follows:

National Matters

- pay (including related allowances)
- the working week and working year
- annual leave entitlement
- class size
- sick leave
- maternity/family leave
- national and local recognition procedures
- disciplinary and grievance framework
- main duties
- staff development framework

Devolved Matters

- other allowances
- 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
- disciplinary and grievance procedures

Negotiations between an authority and the recognised Unions shall be governed by a local recognition and procedure agreement, which will establish a local negotiating committee for teaching staff.

It is further recommended that the national negotiating committee conduct a thorough review of these new arrangements, no later than August 2004, with a view to considering whether the balance between national and local bargaining should be further amended.

THE SCOTTISH NEGOTIATING COMMITTEE FOR TEACHERS

CONSTITUTION

1. NAME OF ORGANISATION

The body will be known as the Scottish Negotiating Committee for Teachers (SNCT).

2. SCOPE OF THE COMMITTEE

The Committee's remit is to consider salaries and conditions of service for registered teachers, music instructors, educational psychologists and advisers who are employed by Council Authorities in Scotland. The objectives of the negotiating body are:

- to create a salaries and conditions of service structure that contributes to a highly motivated teaching profession and underpins the delivery of a quality education service;
- to ensure that the outcome of negotiations secures, and maintains, appropriate levels of remuneration for the profession to enhance professional status;
- to ensure that salaries and conditions of service reflect professional status, including the commissioning from time to time of research on the comparative external position in order to inform its deliberations.

3. MEMBERSHIP

3.1 The Committee will have 22 members appointed annually and drawn from the Convention of Scottish Local Authorities, the Scottish Executive and organisations representing teachers.

3.2 The Convention of Scottish Local Authorities will have 8 representatives and the Scottish Executive 3 representatives.

3.3 The 11 Teachers representatives shall be drawn from the following organisations. It will be for the Teachers' Side to determine its representation having regard to relative memberships.

- Association of Headteachers in Scotland (AHTS)
- Educational Institute of Scotland (EIS)
- Headteachers' Association of Scotland (HAS)
- National Association of School Teachers/Union of Women Teachers (NASUWT)

- Professional Association of Teachers (PAT)
 - Scottish Secondary Teachers' Association (SSTA)
- 3.4 Failure to appoint the allocated number of representatives by any of the parties/organisations cited in paragraphs 3.2 and 3.3 will not invalidate any decision of the Committee.
- 3.5 In the event of any representative being unable to attend a meeting of the Committee, the sub-groups or working parties, then a substitute from the nominating body, as named in paragraphs 3.2 and 3.3, may attend in his/her stead.
- 3.6 Should a vacancy arise for any reason, then a new member will be appointed from the original nominating body and will be entitled to attend meetings of the Committee for the period of the previous member's appointment.
- 3.7 There will be an Annual General Meeting. At the Annual General Meeting, Office Bearers, representatives of the constituent bodies and organisations, Joint Secretaries, the Treasurer and Auditors shall be appointed and a cycle of meetings for the coming year shall be arranged.
- 3.8 The chair of the Committee will rotate amongst the three constituent Sides and there will be a designated Spokesperson for each of the constituent sides.

4. SUB-GROUPS, WORKING PARTIES AND ADVISERS

- 4.1 The Committee may establish sub-groups, working parties or commission research and investigations to serve whatsoever relevant purpose provided there is agreement to do so. The Committee may also appoint Advisers, other than those appointed for the specific purpose of advising the Employers and Teachers, for such purposes.
- 4.2 The Committee, sub-group or working party, may invite any persons to attend, and speak at, any meeting because of their expertise or specialist knowledge. Any person attending such meetings acquires no formal rights or status other than the ground upon which they were asked to attend.

5. FUNCTIONS OF THE COMMITTEE

- 5.1 The functions of the Committee are as follows:
- 5.1.1 To negotiate sustainable collective agreements on salaries and conditions of service which contribute to the development of a highly skilled and motivated teaching profession.

- 5.1.2 To promote and support the application of such agreements in Scottish local government and the education service in particular, for the benefit of teaching staff, pupils and communities.
- 5.1.3 To promote co-operation between Scottish Executive, employers and recognised teaching organisations.
- 5.1.4 To support the promotion of equality and the avoidance of discriminatory practices in employment.
- 5.1.5 To support the promotion of Continuing Professional Development.
- 5.1.6 To provide advice and assistance to education authorities, recognised teaching organisations and employees on salaries and conditions of service matters.
- 5.1.7 To provide a national conciliation service for the resolution of disputes that cannot be resolved locally.
- 5.1.8 To settle, ultimately differences of interpretation and/or application of the national agreement that cannot be resolved locally.
- 5.1.9 To undertake any activity which assists the functions of the Committee stated above.

6. OFFICERS

- 6.1 The Committee will appoint three Joint Secretaries for administrative duties representing COSLA, the Scottish Executive and the Teachers Side and any other officers as is deemed necessary. The Joint Secretaries, representing COSLA and the Teachers' Side will be responsible for dealing with inquiries regarding the interpretation of the scheme of salaries and conditions of service and for appeals.

7. APPEALS

- 7.1 If a teacher considers that he/she has a dispute with the employing authority regarding the application and/or interpretation of the national agreement on salaries and conditions of service, he/she must exhaust the employing authority's grievance procedure.
- 7.2 If a teacher is dissatisfied with the outcome of the employing authority's procedures, then he/she may ask for the case to be considered by the Joint Secretaries representing COSLA and the Teachers Side.
- 7.3 The Joint Secretaries, representing COSLA and the Teachers Side, will consider whether the employing authority has complied with and/or interpreted properly the national agreement on salaries and conditions of service and has taken account of all relevant factors. If the Joint Secretaries are not satisfied that the employing authority has acted correctly or appropriately, it will refer

the matter back to the employing authority with appropriate advice. If mediation or the advice from the Joint Secretaries does not resolve the matter or if there is a failure to agree, then the Joint Secretaries will refer the case to an Appeals Panel of the Committee.

7.4 The SNCT Appeals Panel will consist of a member from each of the Teachers' Side, the Scottish Executive and COSLA. No member will be from the employing authority connected with the appeal or having had any previous knowledge of or involvement in the case being considered.

7.5 The decision of the Appeals Panel will be final and be binding on all parties to the appeal.

8. MEETINGS OF THE COMMITTEE

8.1 The stipulation for the Annual General Meeting is outlined in paragraph 3.7.

8.2 Ordinary meetings of the Committee will be held as often as is deemed necessary.

8.3 The Joint Secretaries will call a special meeting if so requested by the Employers, the Scottish Executive, or Teachers' Side. The notice summoning the meeting will state the nature of the business to be transacted. The meeting will take place within 14 days of a requisition being submitted by one of the Joint Secretaries.

9. NOTICE OF MEETINGS

9.1 All notices of meetings of the Committee and related committees will be sent by post to representative members at least 7 days before the meeting.

10. DECISION MAKING

10.1 Decisions of the Committee will be by the agreement of all three Sides.

11. QUORUM

11.1 The quorum for Committee meetings is no less than one third of members of each of the three constituent bodies.

12. FINANCE

12.1 The administrative expenses of the Committee and related committees, and other relevant expenditure agreed by the Committee excluding the personal expenses of representatives which shall be met by the respective sides, shall be borne equally by the three Sides unless otherwise agreed.

13. AMENDMENTS TO THE CONSTITUTION

13.1 The constitution may only be amended with the agreement of the Committee.

14. ARBITRATION

14.1 Any dispute may, with the consent of the Committee, be referred to arbitration.

**Framework Local Recognition and Procedure Agreement
between**

Council

and

The Educational Institute of Scotland

and

The Scottish Secondary Teachers' Association and The Professional Association of Teachers, The National Association of School Masters Union of Women Teachers, Headteachers Association of Scotland and the Association of Headteachers in Scotland.

*

1. The _____ Council hereby recognises The EIS, SSTA, PAT NAS/UWT, HAS and AHTS _____ * as the sole representatives of the teaching staff, advisers and educational psychologists employed by the Council on all matters relating to conditions of service as defined in paragraph 3 of this recognition and procedure agreement.
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 Joint 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

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 signatory unions whereby relevant conditions of service can be

determined for all teaching staff, educational advisers and educational psychologists.

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 _____* Council Joint Negotiating Committee for Teaching Staff. Meetings of the Committee shall be held as and when requested by either side with the proviso that there will be at least _____* 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. The joint secretaries shall be responsible for making the arrangements for meetings which shall be arranged within _____* 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 _____* 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 _____* from the Management Side and _____* 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 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. Agreements reached between the two sides shall be set out in a text jointly approved by the two sides and the text will be subscribed by the joint secretaries. All local agreements shall be reported to the New National Negotiating Committee.
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 all union representatives on the Joint Negotiating Committee 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 hereby 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.

Signed on behalf of the Council

Name

Designation

Date

Signed on behalf of the Teachers' Side

Name

Designation

Date

* To be completed as agreed by the Management Side and the Joint Union Side