

SNCT HANDBOOK

PART 1 Introduction

PART 1

INTRODUCTION

On 1 April 2001 the national agreement *A Teaching Profession for the 21st Century* created a new negotiating body known as the Scottish Negotiating Committee for Teachers (SNCT).

The SNCT is a tripartite negotiating body whose constituent members are drawn from the Convention of Scottish Local Authorities (COSLA), the Scottish Executive and the recognised trade unions representing teachers in Scotland. Appendix 1.1 sets out the constitution of the SNCT.

The principal purpose of the SNCT is to negotiate collective agreements on salaries and conditions of service that assist the development of a highly skilled and motivated teaching profession.

As the negotiating body accountable to the teaching profession in Scotland, the SNCT recognises its responsibilities in terms of equality legislation and is committed to equal opportunities in employment and service delivery. The SNCT values and promotes equality and diversity in the workforce, in schools and in the community and will ensure that its agreements support this commitment and do not discriminate on grounds of age, gender, marital status, disability, race, ethnicity, colour, religion and/or belief, trade union activity, sexual orientation and gender reassignment.

The SNCT is committed to:

- (a) valuing the contribution of all who work within Scottish education;
- (b) promoting equality and diversity within Scottish education and its communities;
- (c) challenging discrimination;
- (d) promoting core values of social justice, equality and diversity;
- (e) integrating equality and diversity into all its activities; and
- (f) reviewing and monitoring its procedures, agreements and policies to ensure legal compliance.

The SNCT Handbook contains the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals. This replaces the Scheme of Salaries and Conditions of Service for Teaching Staff in Schools Education (the 'Yellow Book') and all preceding SNCT Circulars. Appendix 1.2 provides definitions for terms used in the National Scheme.

The National Scheme applies to all teachers and associated professionals and those employees on part-time or temporary contracts will be treated in the same way as employees on full-time or permanent contracts. The Code of Practice on the Use of Temporary Contracts, Part 2: Appendix 2.8, embeds the SNCT's commitment to fair treatment and its compliance with the relevant legislation.

The agreements reached at the SNCT are issued as SNCT Circulars. Part 3 of the SNCT Handbook should be used to store future SNCT Circulars and advice from the Joint Secretaries/Joint Chairs.

The SNCT allows certain devolved matters to be negotiated at local level through Local Negotiating Committees for Teachers (LNCTs). (Appendix 1.3 defines national and devolved matters and provides the model framework for local recognition and procedure agreements.) Part 4 of the Handbook contains national provisions that may be varied by local agreement which, when issued, can be inserted here and replace the existing documents. All other LNCT agreements relevant to that council area can be stored in Part 5.

No LNCT can alter conditions of employment contained within the National Scheme nor can it vary a national agreement reached within the SNCT. All local agreements on devolved matters must be reported to the SNCT.

The importance of collegiality is recognised by the SNCT: The Code of Practice on Collegiality is provided in Appendix 1.4.

The National Scheme should be readily available to all those to whom it applies and may be accessed from the SNCT web site at www.snct.org.uk.

The National Scheme has effect from 1 August 2007

SNCT HANDBOOK

PART 1 Appendices

PART 1: APPENDIX 1.1

THE CONSTITUTION OF SNCT

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 teachers, music instructors, educational psychologists, quality improvement officers and education support officers who are employed by Scottish local authorities. The objectives of the negotiating body are:

- (a) to create a salaries and conditions of service structure that contributes to a highly skilled and highly motivated teaching profession and underpins the delivery of a quality education service;
- (b) to ensure that the outcome of negotiations secures, and maintains, appropriate levels of remuneration for the profession to enhance professional status; and
- (c) 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, drawn from the Convention of Scottish Local Authorities (COSLA), the Scottish Executive and organisations representing teachers.
- 3.2 COSLA will have eight representatives and the Scottish Executive will have three representatives.
- 3.3 The 11 representatives of teaching organisations will be drawn from the following associations. It will be for the Teachers' Side to determine its representation, relative to memberships.
 - (a) Educational Institute of Scotland (EIS)
 - (b) National Association of School Teachers/Union of Women Teachers (NASUWT)

- (c) Professional Association of Teachers (PAT)
 - (d) Scottish Secondary Teachers' Association (SSTA)
 - (e) Association of Head Teachers and Deputes in Scotland (AHDS)
 - (f) Headteachers' Association of Scotland (HAS)
- 3.4 Failure to appoint the allocated number of representatives by any of the parties/organisations cited in paragraphs 3.2 and 3.3 above 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 COSLA and the Teachers' Side, 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 has 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 Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals (the National Scheme) 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 enquiries regarding the interpretation of the National Scheme.

7. APPEALS

- 7.1 If a teacher considers that he/she has a grievance with the employing authority regarding the application and/or interpretation of the National Scheme, 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 teacher's case is competent, (that is, based on the application and/or interpretation of the National Scheme) and will issue advice to both parties to assist resolution. 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. The Appeals Procedure of the SNCT is provided in Annex A and also in Section 2 Appendix 2.14 of the National Scheme.
- 7.4 The Appeals Panel will consist of a member from each of the three sides of the SNCT; the Teachers' Side, Scottish Executive and COSLA.
- 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 above.
- 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 any of the three sides of the SNCT. 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 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.

10.2 Where there is a failure to agree, any one side may declare a dispute.

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.

PART 1 APPENDIX 1.1 ANNEX A

SNCT APPEALS PROCEDURE

1. PURPOSE

- 1.1 Where an employee has a grievance with his/her employing council which remains unresolved after the Council's grievance/appeals procedure has been exhausted, then he/she may refer the case to the Scottish Negotiating Committee for Teachers (SNCT) which has put in place a conciliation and appeals mechanism to permit disputes on conditions of service matters to be settled at national level.

2. COMPETENCE

- 2.1 The case will first of all be considered by the Joint Secretaries representing the Convention of Scottish Local Authorities (COSLA) and the Teachers' Side.
- 2.2 The Joint Secretaries will consider whether the appeal is competent by reference to the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals.
- 2.3 It shall not be competent to appeal matters devolved to Local Negotiating Committees for Teachers (LNCTs) as listed in Part 1: Appendix 1.3, Local Framework Recognition and Procedure Agreements.

3. STAGE ONE – JOINT SECRETARIES

- 3.1 Where the Joint Secretaries representing COSLA and the Teachers' Side hold the appeal to be competent, the Joint Secretaries can issue advice to both parties to assist resolution. Such advice cannot be binding.
- 3.2 If there is a failure by the Joint Secretaries to agree advice or where advice from the Joint Secretaries does not resolve the matters the case will be referred to an Appeals Panel of the SNCT.

4. STAGE TWO – APPEALS PANEL

- 4.1 The SNCT Appeals Panel will consist of a member from each of the Teachers' Side, the Scottish Executive and COSLA. No member of the panel shall have a previous involvement with the case being considered.
- 4.2 The decision of the Appeals Panel will be final and be binding on all parties to the appeal.

5. APPEALS PROCEDURE

5.1 Lodging the Appeal

- 5.1.1 Notice of appeal to the SNCT must be lodged by the appellant or representative with the Joint Secretary (Teachers' Side) within 14 days of the outcome of the final local appeal being notified to the appellant. The Joint Secretary (Employers' Side) shall be informed.
- 5.1.2 Within one calendar month of the appeal being lodged, the appellant or representative shall submit to the Joint Secretary (Teachers' Side) a written Statement of Case together with all necessary supporting papers. Where more than one teacher is involved in an appeal, separate submissions should be made unless the details are identical.
- 5.1.3 The evidence and papers submitted in support of a case shall be those presented at the local hearing unless otherwise agreed by the parties in dispute.
- 5.1.4 On receipt of the papers from the Joint Secretary (Teachers' Side), the Joint Secretary (Employers' Side) shall forward these to the appropriate employing body, which shall make written response to the Joint Secretary (Employers' Side) within one calendar month. Copies of the response shall be sent to the appellant and representative on receipt.
- 5.1.5 The Joint Secretary (Teachers' Side) and the Joint Secretary (Employers' Side) shall then meet to consider the case and seek to reach agreement on joint advice. A response providing the joint advice shall normally be issued within one calendar month unless additional information is sought from the appellant or the employer. In such circumstances the response will be within one calendar month of the receipt of the additional information.

5.1.6 Where the Joint Secretary (Teachers' Side) and the Joint Secretary (Employers' Side) cannot agree joint advice they will call a meeting of the Appeals Panel, within one calendar month of receipt of the employer's response.

5.1.7 Where joint advice has been issued and this is not acceptable to either or both of the parties involved in the case the Joint Secretaries should be advised of this, in writing, within one calendar month of the advice being received. The Joint Secretaries will call a meeting of the Appeals Panel within one calendar month of receipt of this notice.

5.2 Appeals Panel

5.2.1 A chairperson will be appointed for each case heard. Each side will take the chair by rotation.

5.3 Hearings

5.3.1 The appellant or representative will state the appellant's case, calling any relevant witnesses with personal knowledge of the case. Any persons attending as witnesses shall not normally speak except to answer questions.

5.3.2 The representative of the respondent employer will then be given the opportunity of questioning the appellant, his/her representative, or any witness.

5.3.3 The members of the Appeals Panel may then question the appellant, his/her representative, or any witness to clarify areas of uncertainty. The witness will then withdraw.

5.3.4 The representative or the respondent employer will then state the case on behalf of the employer, calling any relevant witnesses. Any persons attending as witnesses shall not normally speak except to answer questions.

5.3.5 The appellant or representative will then be given the opportunity of questioning the representative of the respondent employer or any witness.

5.3.6 The members of the Appeals Panel may then ask questions of the representative of the respondent employer or any witness to clarify areas of uncertainty. The witness will then withdraw.

- 5.3.7 The chairperson shall ensure that all questioning is completed before each side is given the opportunity to sum up its case. No further questioning or other contribution shall be allowed after the process of summing up has commenced.
- 5.3.8 The representative of the respondent employer will then sum up the employer's case and may reply to any points raised at the hearing but may not introduce fresh evidence.
- 5.3.9 The appellant or representative will then sum up his/her case and may reply to any points in the course of the hearing but may not introduce fresh evidence.
- 5.3.10 After the case for the appellant has been summed up, all parties will withdraw.
- 5.3.11 If the members of the Appeals Panel need to ask further questions to help in their deliberations, both parties will be recalled, even if questions are to be asked of one party only.
- 5.3.12 The parties will not normally be called back to hear the decision of the Appeals Panel, but will be informed in writing, by the Joint Secretary (Employers' Side), within ten days of the decision.

5.4 Decisions of the Appeals Panel

- 5.4.1 The Appeals Panel shall reach its decisions by voting, each member having one vote. Where the majority of the panel decide in favour of the appellant, the appeal shall be upheld. Where a majority of the panel decide against the appellant, the appeal shall be rejected.

5.5 Report to SNCT

- 5.5.1 Decisions of the Appeals Panel will be reported to the next full meeting of the SNCT.

6. LNCT FAILURE TO AGREE

- 6.1 Where a failure to agree occurs on a condition of service matter, the LNCT constitution shall determine what happens in such circumstances.
- 6.2 It shall be open to either side to refer the failure to agree to the SNCT for conciliation. If the conciliation is unsuccessful the Joint Chairs of the SNCT may recommend further procedures for

resolution of the difference. This could include external conciliation, mediation or binding arbitration.

- 6.3 Before a failure to agree is reached a joint approach can be made to the Joint Secretary (Teachers' Side) and the Joint Secretary (Employers' Side) for advice. Such advice is not binding.

PART 1 APPENDIX 1.2

DEFINITIONS

Associated Professionals

This comprises music instructors, educational psychologists, senior educational psychologists, depute principal educational psychologists, principal educational psychologists, education support officers, quality improvement officers and quality improvement managers.

Council

The term refers to Scottish councils and local authorities as employers and education authorities.

Director of Education

This means a Director of Education, Director of Children's Services or equivalent – for example, a senior manager of a council, normally second tier, who has responsibility for education services.

Education Authority

Here the term includes self governing schools and directly managed schools.

Employees

This includes both teachers and associated professionals who are governed by the SNCT bargaining arrangements.

Job Share

A job share is where 2 people are employed to share the duties and responsibilities of one full-time position and the salary is allocated on a pro-rata basis.

Salary

Here it refers to the aggregate of a teacher's pay but does not include any money receivable from an educational endowment or any additional allowance paid to a teacher serving outwith Scotland under an official scheme of interchange.

Teachers

The term covers teachers registered with the General Teaching Council (Scotland) (GTCS) who are employed in a teaching capacity. This comprises teachers on the Main Grade Scale, chartered teachers, principal teachers, depute headteachers and headteachers.

The General Teaching Council for Scotland (GTCS)

The GTCS is an advisory non departmental public body that is funded by the annual registration fee paid by registered teachers. The GTCS was set up under the Teaching Council (Scotland) Act 1965.

PART 1**APPENDIX 1.3****LOCAL FRAMEWORK RECOGNITION AND PROCEDURE AGREEMENT**

The Scottish Negotiating Committee for Teachers (SNCT) requires there to be a Local Negotiating Committee for Teachers (LNCT) in each council.

LNCTs have the powers to vary certain devolved conditions of service agreements and to reach agreement on a range of matters not subject to national bargaining. National matters remain to be negotiated nationally while devolved matters can be varied by agreement locally.

In addition, councils must meet the requirements of The Information and Consultation of Employees Regulations 2004 (SI 2004/3426). Further information on this requirement is provided in Annex A.

All local agreements must be reported to the SNCT for information.

National and devolved matters are defined as follows:

National Matters	Devolved matters
Pay (including related allowances)	Other allowances
The working week and working year	Cover agreements
Annual leave entitlement	Appointment procedures
Class size	Particulars of employment
Sick leave	Expenses of candidates for appointment
Maternity/family leave	Transfer of temporary teachers to permanent staff
National and local recognition procedures	Promotion procedures
Disciplinary and grievance framework	Staff development arrangements
Main duties	Specific duties and job remits
Staff development framework	Arrangements for school based consultation
	Other leave and absence arrangements
	Notice periods
	Housing
	Indemnification procedures
	Disciplinary and grievance procedures

The following is a model framework for a Local Recognition and Procedure Agreement.

**Framework Local Recognition and Procedure Agreement between
..... Council and The Educational
Institute of Scotland (EIS), The Scottish Secondary Teachers'
Association (SSTA), The Professional Association of Teachers (PAT),
The National Association of School Masters/Union of Women Teachers
(NAS/UWT), Headteachers Association of Scotland (HAS) and The
Association of Head Teachers and Deputes in Scotland (AHDS).**

1. The _____ Council hereby recognises The EIS, SSTA, PAT, NAS/UWT, HAS and AHDS as the sole representatives of the teaching staff, music instructors, educational psychologists, educational support officers and quality improvement officers employed by the Council on all matters relating to conditions of service as defined in paragraph 3 of this recognition and procedure agreement and other matters not subject to national bargaining.
2. The Council and the recognised unions jointly affirm their commitment to the maintenance of good industrial relations and accept that this Recognition and Procedure Agreement and any formal agreements which arise from it will be binding on the signatory parties.
3. All agreements, orders, settlements and determinations of the Scottish Negotiating Committee for Teaching Staff in School Education dealing with:
 - cover agreements;
 - appointment procedures;
 - particulars of employment;
 - expenses of candidates for appointment;
 - transfer of temporary teachers to permanent staff;
 - promotion procedures;
 - staff development arrangements;
 - specific duties and job remits;
 - arrangements for school based consultation;
 - other leave and absence arrangements;
 - notice periods;
 - housing;
 - indemnification procedures;
 - other allowances; and
 - discipline and grievance procedures

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

4. The purpose of this Recognition and Procedure Agreement is to establish bargaining machinery and a negotiating procedure between the Council and the signatory unions whereby relevant conditions of service can be determined for all teaching staff, music instructors, educational psychologists, educational support officers and quality improvement officers.
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 (the Joint Secretaries).
7. Negotiations between the two sides shall be conducted within a Local Negotiating Committee for Teachers (LNCT). 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 LNCT 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 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 Committee will determine the quorum 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 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 will be reported to the SNCT.
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 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 or where there is a failure to agree at school level on any relevant matter, the Council and the signatory unions should seek to resolve the matter, without delay through discussion in the Committee. The Council further agrees not to implement any change that 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.
18. Where agreement between the two sides of the local negotiating committee is not possible, either side may refer the failure to agree to the Joint Chairs of the SNCT for conciliation. If the conciliation is unsuccessful the Joint Chairs of the SNCT may recommend further procedures for resolution of the difference, including external conciliation, mediation or binding arbitration.

Signed on behalf of the Management Side

Name

Designation

Date

Signed on behalf of the Joint Union Side

Name

Designation

Date

- * To be completed as agreed by the management side and the joint union side

PART 1

APPENDIX 1.3 ANNEX A

INFORMATION AND CONSULTATION OF EMPLOYEES (ICE)

Arrangements for consulting staff must;

- i. be in writing;
- ii. identify which employees are covered. (A council must ensure arrangements cover all employees); and
- iii. set out how the council will provide information to employees or their representatives and how the council will seek employee views on such information.

Under Standard Information and Consultation Provisions, councils are obliged to provide information on categories (a), (b) and (c) and consult on categories (b) and (c). The categories are as follows:

- (a) the recent and probable development of the council's activities and economic situation;
- (b) the situation, structure and probable development of employment within the council and on any anticipatory measures envisaged – in particular where there has been a threat to employment within the council; and
- (c) decisions that are likely to lead to substantial changes in work organisation or in contractual relations, including business transfers and collective redundancies.

While category (c) information nominally covers 'changes in contract relations', those changes in terms and conditions, grievance and disciplinary procedures are covered by LNCT negotiating arrangements. It is, therefore, important that LNCTs have stated, agreed communications strategies to advise all staff of local agreements and national agreements on conditions of service issues.

In setting out effective ICE arrangements LNCTs should be aware that ICE requirements apply not only across establishments but also within establishments. The arrangements should set out how information will be given to employees or representatives in each workplace.

PART 1

APPENDIX 1.4

CODE OF PRACTICE ON COLLEGIALITY

Introduction

Collegiality is at the heart of the National Agreement “A Teaching Profession for the 21st Century”. Collegiality is a process and a way of working which reflects on relationships and participation by all staff on all aspects of school life.

Collegiality depends on the existence of a climate of professional trust among the Scottish Executive Education Department, councils, directorates, school managers and school staff.

Effective collegiality will not only enhance and develop teacher professionalism; it will also enhance the learning and teaching environment in Scottish schools.

Collegiality at council and school levels can only exist in a climate where the views of all staff are valued and respected, where staff views are fully considered and where staff feel able to contribute to decisions on all areas of school life comfortably, openly and with dignity and where workload issues are recognised. Where such a climate exists, staff are fully involved in contributing to the life of the school and the council.

Although councils and schools will be at various stages in the development of a collegiate culture, LNCTs and establishments should have made some movement in the direction of collegiate working as part of the process of implementation of the National Agreement.

The benefits which accrue from collegiality are not only improved industrial relations and professional satisfaction for teachers, but also an enhanced environment for learning and teaching. The ultimate beneficiaries of collegiality are therefore the young people who attend school.

There is no single model of collegiality but the following description of good practice should be used by staff at all levels to guide and evaluate progress towards collegiate working. It is also important that time is allocated for purposeful and positive involvement in decision making and for engagement in collegiate activities.

1. Collegiality at Council Level

Experience in recent years has demonstrated the value and importance of open communication between and amongst LNCT members in making and implementing decisions on devolved conditions of service matters. Key to this process is a need for mutual respect and trust between partners in order to create a climate of genuine collegiality. This will involve all partners in a reflective, co-operative approach to collegiality.

Where the LNCT has devolved powers, all parties work together to reach agreement by a participative decision making process. In a collegiate council the LNCT should also be seen as a forum for discussion on wider issues impacting on the Education Service.

The views of all participants are encouraged, valued and respected. All partners are encouraged to participate and all views are fully considered. Participants/partners can contribute to discussions and decisions on all areas of council and school life (for example through participation in education working groups). The Director of Education (or Lead Officer for Education) has a key role to play in setting the tone for the development of the culture of collegiality throughout the Education Service.

Once agreements are reached at LNCT level, all partners demonstrate joint ownership and responsibility for these agreements and communicate such. The LNCT monitors agreements regularly and effectively and issues advice when required.

Meaningful dialogue takes place between LNCT Joint Secretaries within agreed timescales. In accordance with the locally agreed constitution, members of the LNCT are well informed, thereby fostering open and honest discussion and affording all members equally the opportunity to share information responsibly and respectfully. All agreements are signed and issued on a joint basis. All LNCT members have agreed time to prepare which is subject to regular review. Agendas are agreed in advance of the meeting by LNCT Joint Secretaries and are issued in good time. Joint Secretaries ensure that matters arising and action points are delegated and concluded appropriately within reasonable timescales.

The LNCT recognises the value of collegiality and provides a model of such partnership working by operating in an atmosphere of mutual respect and trust in the conduct of its discussions and negotiations. Issues of educational significance, including the implications of local and national policy initiatives are discussed regularly and perspectives on such matters are shared between and amongst members of the LNCT.

The principles of collegiate working at council level are reflected at school level. The LNCT has an agreed procedure for monitoring and supporting the work of school negotiating committees. It provides advice, including published guidance, and other interventions, as and when necessary, to

support discussions and negotiations in schools. It offers opportunities for joint training on aspects of its work.

As part of collegiate working, the LNCT is committed to supporting leadership at all levels in schools, including the development of associated personal and professional skills amongst all staff. Leadership in this context is distinct from management duties as set out in Part 2, Section 2 (Main Duties) of the National Scheme and Annex B of the National Agreement.

In a collegiate council, the LNCT is seen as a key part of the Education Service.

2. Collegiality at School Level

In schools, collegiate working is carried out within the context of the 35 hour working week.

It is also important to acknowledge that every school is different and that no single model of collegiality will apply to all schools. For instance, the practicalities of collegiate working in a two or three teacher primary school will be very different from working arrangements in a secondary school with a pupil roll of 1600 and over 100 teaching staff. Nevertheless, certain common principles should apply and what follows is a description of the collegiate school.

Strong, effective communications operate within the collegiate school. The prevailing atmosphere fosters mutual respect and encourages frank, open and honest communications amongst all staff. There is evidence of a range of meetings including meetings involving the school's management team and representatives of the staff as a whole and which may include representatives of trade unions and professional organisations. The outcomes of such meetings are communicated to all relevant staff.

All staff contribute to the construction of the Working Time Agreement through a process of consultation, professional dialogue and negotiation; consequently, all staff have a sense of ownership of the Agreement. The Agreement is transparent, is signed by all members of the school negotiating team and is submitted to the LNCT by the specified date. Once finalised, the terms of the Agreement are respected by all members of staff and inform the work of the school over the session to which the Agreement applies.

All staff members recognise their responsibility to contribute to the school development process and to participate in this process in a collegiate and constructive manner. There are clear mechanisms in place to allow staff to make their views known; staff express their views openly and professionally. The opinions of staff are valued and are used as input to the school's development plan and policy development processes. School policies and decisions are regularly reviewed and all staff participate in the review process. Any changes required to the plan during the session are subject to appropriate consultation and take account of teacher workload.

Within the context of the 35 hour week and Working Time Agreements all staff in the collegiate school participate in a wide range of whole school activities, such as school committees, policy formulation, curriculum development, professional development and additional supervised pupil activity.

In the collegiate school, leadership qualities are evident throughout the school. There is a devolved and participative style of leadership and management. Staff are afforded opportunities to develop leadership skills and take advantage of these opportunities. Leadership in this context is distinct from management duties as set out in Part 2, Section 2 (Main Duties) of the National Scheme and Annex B of the National Agreement.

The collegiate school utilises and develops the skills, talents and interests of all staff and involves all staff in the key decisions affecting the life of the school as a whole. More broadly, the spirit of collegiality extends beyond teachers and support staff, and includes parents, pupils and partner agencies.