











## The Three Rivers Learning Trust

## **Recognition Agreement**

- The Board of The Three Rivers Learning Trust Limited (the Board) is committed to developing positive attitudes and relationships amongst all employees. Trade unions and professional associations have an important role to play in the development and maintenance of good working relations, through offering support and advice.
- 2. The Board of the Learning Trust will continue to adhere to the national and local conditions of service currently in place for its existing employees and new staff, including:
  - The School Teachers Pay and Conditions Document (STPCD or 'Blue Book')
  - The Conditions of Service for School Teachers in England and Wales ('Burgundy Book') in the case of Support Staff - The National agreement on pay and conditions of service for local government services ('Green Book')
  - Collective Agreements entered into from time to time by trade unions and the Local Authority normally contained in the Personnel Handbook for Schools, and will continue to employ new staff on these terms
- 3. The Board believes firmly that each individual member of staff has the right to belong to a trade union or professional association and individual members of staff will be fully informed of this right.
- 4. The Board has recognised the trade unions and professional associations that are recognised by the Local Authority. Moreover, it acknowledges that such trade unions and professional associations are entitled to represent the interests of employees, who are their members.
  - The relevant unions are the teacher unions (ASCL, ATL, NAHT, NASUWT, VOICE and NUT) and the unions representing support and other professional staff are (GMB and UNISON)
- 5. All parties acknowledge that the main purpose of the Learning Trust is to provide high quality education and raise standards of attainment and achievement for all of their students.
- 6. The trade unions and professional associations recognise the Learning Trust's right and responsibility to manage its affairs in an efficient and effective manner in order to ensure that the Learning Trust achieves its aim of providing high quality learning, teaching and support for all of its students.

- 7. The Board delegates the overall strategic leadership and management of the Learning Trust to the Executive Headteacher of the Learning Trust. S/he is required to establish appropriate and effective leadership and management structures and systems of communication to enable all staff to be supported and to contribute to the overall development of the Learning Trust. The Executive Headteacher is also responsible for directing the work of all staff and may delegate aspects of his/her responsibility (but not the residual accountability) to other senior leaders within the Learning Trust.
- 8. The Board of the Learning Trust and all trade unions and professional associations accept their common interests in furthering the aims and objectives of the Learning Trust by seeking to achieve mutually satisfactory solutions to all issues that are a concern.
- 9. All parties declare their common objective to maintain constructive employment relations and believe that matters of concern should be raised informally by the staff member concerned with the appropriate leader or manager as identified in the overall Learning Trust structure unless there are legitimate reasons not to.
- 10. Staff who are members of recognised trade unions or professional associations are entitled to conduct meetings as trade union or professional association members in an agreed specified area of the Learning Trust such as a classroom, before or after the usual teaching learning day and also during lunchtimes.
- 11. Staff employed at the Learning Trust are entitled to invite a recognised trade union or professional association representative to a meeting at the Trust, by arrangement. Union members/representatives must inform the Executive Headteacher before issuing an invitation. This is likewise for staff who work at the Learning Trust but are not directly employed by the Learning Trust.
- 12. The Learning Trust will participate in arrangements within the Local Authority area with regard to reasonable time off with pay for any employees who are Local Authority area trade union officers in order to permit time off with pay for trade union duties undertaken in that capacity.
- 13. The Learning Trust agrees to provide acceptable facilities, to Local Authority area trade union representatives and Learning Trust based trade union representatives in order to enable them to discharge trade union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives.
- 14. The Learning Trust will also permit Trust based representatives of the trade unions to reasonable time off with pay within their normal timetabled teaching hours where necessary in particular circumstances, in particular to prepare for and/or attend meetings convened by the Learning Trust or to consult with employed officials of their union. Trade union representatives will give as much notice as possible, of the need for such time off. Where possible, the Learning Trust will convene meetings involving trade union representatives within their normal working hours.
- 15. The Learning Trust will provide the following facilities to academy based trade union representatives if required:
  - reasonable accommodation to hold meetings and to interview members in a confidential manner

- confidential access to and reasonable free use of telephone, fax and email facilities and computer and photocopying facilities
- secure storage space
- individual notice boards in all staff rooms
- 16. The Executive Headteacher will seek to consult with trade unions or professional associations as appropriate.
- 17. The Learning Trust agrees to hold meetings with Trust based trade union representatives and any other member of staff who wishes to attend on a termly basis. The purpose of these is to share information between employees and the Trust, as well as to consult on procedures and organisational arrangements.
- 18. Learning Trust based representatives of recognised trade unions or professional associations are encouraged to engage in positive and constructive discussions with the Executive Headteacher about any matter that might support the main purpose of the Learning Trust (to provide high quality education and raise standards of attainment and achievement for all its students) or enhance employment relationships.
- 19. Subject to the Learning Trust having a proportionate representation on the employers' side of any local negotiating mechanism:
  - If the Learning Trust in future considers varying existing terms and conditions, or not adopting variations agreed through the mechanism for negotiating between the Local Authority and its employees, it will notify the Northumberland representatives of the recognised unions, and will negotiate with them, through a forum consisting of representatives of the Trust and internal and external representatives of each of the recognised unions. In the unlikely event that there is a breakdown in negotiations on terms and conditions, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue. Either party may determine that a matter is referred to ACAS for conciliation. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration. Whilst these procedures are being followed the Learning Trust will honour the status quo ante.
- 20. Throughout all employment relations matters, all parties recognise the importance of mutual understanding and respect.
- 21. The Board of the Learning Trust will abide by their statutory responsibilities.
- 22. This agreement comes into effect on
- 23. The provisions of this agreement will be reviewed on an annual basis with the appropriate representatives of the Trade Unions and Professional Associations. Either party can give notice to terminate this agreement by providing 12 months notice in writing. All parties may agree to terminate this agreement.

on Behalf of the Board of Directors	
, ATL	, GMB
, NAHT	, NASUWT
, NUT	, Unison
, VOICE	