



Recognition Agreement

Bishop Bewick Catholic Education Trust

1. The Board of Directors of Bishop Bewick Catholic Education Trust are 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 Directors of Bishop Bewick Catholic Education 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)
 - 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 as amended from time to time.
3. The Board of Directors believe 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 of Directors have recognised the Trade Unions and Professional Associations that are recognised by the Local Authority. Moreover, they acknowledge 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, NEU, NAHT and NASUWT, and the unions representing support and other professional staff are (GMB, UNISON and Unite).
5. All parties acknowledge that the main purpose of the 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 Trust's right and responsibility to manage its affairs in an efficient and effective manner in order to ensure that the Trust achieves its aim of providing high quality learning, teaching and support for all of its students.
 7. The overall strategic leadership and management of the Trust is the responsibility of the Chief Executive Officer. The CEO 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 Trust. The CEO may delegate aspects of their responsibility (but not the residual accountability) to other senior leaders within the Trust.
 8. The Headteacher of each academy within the Trust is responsible for the leadership of that academy and 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 academy.
 9. The Board of Directors and all trade unions and professional associations accept their common interests in furthering the aims and objectives of the Trust by seeking to achieve mutually satisfactory solutions to all issues that are a concern.
 10. 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 structure unless there are legitimate reasons not to.
 11. 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 Trust such as a classroom before, or after the usual teaching learning day and also during lunchtimes.
 12. Staff employed at the academy 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 Headteacher before issuing an invitation. Likewise, a recognised trade union or professional association representative may request a meeting with staff employed at the Trust by prior arrangement and discussion with the Head Teacher/Head of School. [SEP]
 13. The Trust will participate with the locally agreed arrangement through the relevant school forum with regard to 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. [SEP]
 14. The Trust agrees to provide acceptable facilities, to local authority area trade union representatives and academy 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.

15. The Trust agrees to support the development of Trust - based representatives, including reasonable time off for attendance at relevant training courses. ^[1]_{SEP}
16. The Chief Executive will seek to consult with trade unions or professional associations as appropriate. ^[1]_{SEP}
17. The Chief Executive Officer within the Trust, will seek to consult with trade unions or professional associations as appropriate.
18. Trust based representatives of recognised trade unions or professional associations are encouraged to engage in positive and constructive discussions with the Chief Executive Officer about any matter that might support the main purpose of the 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 Trust having a proportionate representation on the employers' side of any local negotiating mechanism:

If the 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 relevant representatives of the recognised unions, and will negotiate with them, through a forum consisting of representatives of the school 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 school will honor the status quo ante.

20. Throughout all employment relation's matters, all parties recognise the importance of mutual understanding and respect.
21. The Board of Directors of the Trust will abide by their statutory responsibilities.
22. This agreement comes into effect on the following date:
23. The provisions of this agreement will be reviewed on a bi-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.