

Delivering better learning agreements

A guide for union reps and officers



unionlearn
with the TUC

Acknowledgements

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Introduction

Unions have always bargained over pay but since the start of the union learning renaissance in the 1990s unions have also negotiated learning agreements with employers. More than a decade later, learning agreements are increasingly central to union bargaining and to strategies for delivering learning. In the absence of statutory rights to collective bargaining over training, learning agreements are an invaluable tool to establish infrastructure, ground rules and joint objectives with employers. Employees do have a statutory right to request training and this can also be included in a learning agreement.

Union Learning Fund records indicate that the number of learning agreements negotiated in England runs into thousands, but their content varies significantly.

This guide aims to help negotiators and union reps who want to achieve agreements with new employers, or who are reviewing long-standing existing agreements. Its intention is to encourage negotiators and union reps to reach more learning agreements and to seek improvements to existing ones.

The guide draws on the knowledge of unions' experienced learning officers, and unionlearn's research, to present guidance and examples of good practice. This section of the guide discusses the benefits that learning agreements can help deliver to the union learning agenda. It analyses the essential elements common to effective learning agreements before considering some of the more specialised areas that negotiators might wish to include.

The guide is complemented by nine factsheets (see pocket in back), which provide:

- » guidance on building the arguments for a learning agreement
- » examples of good practice based on real-life agreements
- » a model baseline framework agreement
- » suggested wordings for specialist functions within the learning agreement.

Although model wordings are included, the guide is not intended to be prescriptive or exhaustive. Decisions over which content is essential, as opposed to desirable, rest with negotiators, and will naturally be guided by members' needs as well as what is realistically achievable with any given employer. Similarly, negotiators are encouraged to expand and build on the recommendations of the guide where they feel it necessary or appropriate.

The guide has been written primarily for non-specialists – full-time officers, workplace representatives and so on – but it is hoped that it may also be a useful reference for union learning representatives (ULRs) and learning organisers.

What is a learning agreement?

A learning agreement is simply a collective agreement between one or more recognised union(s) and an employer, which specifies how the parties will work together on learning issues. See the “What Should a Learning Agreement Cover?” section for details of learning agreement contents.

Learning agreements can be reached nationally or at local or even departmental level, according to the organisation of work and the level at which collective bargaining is habitually conducted. They can have a very significant impact on unions’ capacity to deliver on the learning agenda, as well as on learner participation. Research carried out for unionlearn by the University of Leeds revealed that, where a learning agreement has been signed, it is far more likely that:

- » Union learning reps have facility time to undertake their role.
- » A joint management–union learning committee is operating at the workplace.
- » There is equality of access to training opportunities.
- » Skills gaps in the workforce are being addressed.
- » Management negotiate and/or consult with unions about training provision.*

These findings suggest that learning agreements can be a positive force in moving towards a genuine

learning culture in the workplace. Moreover, it can be seen that mainstream trade union aims – equal opportunities, job security, expansion of activism and widening the scope of collective bargaining – are all well served by these impacts of learning agreements.

It would be wrong to suggest that a learning agreement is a precondition of learning activity. It is quite possible for unions to pursue learning initiatives in the absence of a learning agreement, but having a learning agreement in place can have numerous benefits. It can help to guide union learning activity, signal long-term commitment and, if well publicised, promote member engagement with that activity, helping to deliver greater results for the work put in.

A good learning agreement can be important from a sustainability perspective too. Although, like most collective agreements, learning agreements are not legally enforceable, having an agreement on paper can help to maintain the employer’s level of commitment and support, as well as focusing union resources.

**See www.unionlearn.org.uk/policy/learn-1852-fo.cfm#paper15*



What should a learning agreement cover?

The answer to this question is twofold. Primarily, a learning agreement should include whatever provisions would best serve the needs of the members covered by it. Secondly, it should be a live document designed to generate and guide activity, rather than being locked away in a filing cabinet, never to be referred to again.

Beyond these two stipulations, learning agreements can be tailored to suit the particular requirements of the organisation. On the one hand most workplaces have at least some unique characteristics and it is important that any learning agreement takes note of specific factors that might have an impact on learning.

On the other hand it is also true that many workplaces share similar industrial and organisational characteristics. This being the case, it is not surprising that learning agreements from different workplaces share certain common features and wordings. Additionally, there are certain issues that are considered to be of such fundamental importance to the union learning agenda – for example, provision for union learning reps – that they should be practically universal to all learning agreements.

This section of the guide discusses learning agreement content in the form of:

- » baseline issues that could be expected to feature in every learning agreement, and
- » specialised issues that might not be relevant to all workplaces, but which are nonetheless commonly encountered.

It incorporates feedback from selected trade union officers, as well as utilising some of the recommendations from the University of Leeds's research undertaken for unionlearn.

In the factsheet section of the guide you will find a framework model learning agreement, as well as model wordings for the more specialised issues. As previously noted, these are provided for guidance and may need to be customised to reflect the specifics of individual workplaces.



Framework agreements

All learning agreements will have certain aspects in common. What follows is an outline of these common elements with an explanation of their importance.

Aims

Learning agreements need to clarify their purposes. They should set out the joint aims of the signatories, most often expressed as a statement of principles or intent, and an outline of the scope of the agreement.

Ideally, these broad principles should be elaborated into more clearly defined objectives and targets, particularly if the learning agreement is linked to a specific project. Negotiators may be wary of setting defined objectives in a learning agreement, particularly if the agreement is a national-level one that may be influenced by local factors. Indeed, negotiators will need to ensure that objectives do not create restrictions or undue pressure on ULRs. However, provided that objectives have been carefully and realistically constructed, stating them in the learning agreement will pay dividends in time. It will facilitate an effective evaluation of joint activity, making it easier to demonstrate tangible results that have been delivered.

From a trade union perspective, aims should reflect underlying trade union values of fairness, equality and justice, so an essential component should be a clear commitment to equality of access to learning opportunities. To make this commitment meaningful it should, where

possible, be more specific than the kind of generalised statements about non-discrimination that negotiators will be familiar with from other contexts. Instead, the learning agreement could usefully specify what the commitment means in practice – by outlining what will be done to ensure that workers who have atypical work patterns are able to access learning opportunities, for example.

It may be worth elaborating the equality commitment in a dedicated sub-section of the agreement. A suggested wording is included in the model framework learning agreement in the factsheets of this guide.

The process by which objectives and equality commitments will be monitored and evaluated, including applicable timescales, should also be detailed in the learning agreement (see the Review section, below).

Union learning reps (ULRs)

Typically, learning agreements will list the roles that ULRs will undertake in the workplace, the facilities that they will have access to, their training etc. As a minimum, the learning agreement should meet the threshold rights set out in the Acas Code of Practice on Time Off for Trade Union Duties and Activities (see www.acas.org.uk/httphandler.ashx?id=274&p=0) which has specific sections relating to ULRs. It may be worth elaborating the Code of Practice within the learning agreement, to avoid confusion at line management level.

It is also worth noting that, wherever practical, access to the internet will greatly improve ULRs' ability to carry out their duties. Where access is provided, some ULRs may need some additional training in how to make use of it.



Although it might seem obvious, it may also be worth specifying in the learning agreement that ULRs are trade union officials, so their training, election and day to day activities are the prerogative of the union, not the employer. In some work environments this stipulation may be necessary to prevent ULRs becoming 'incorporated' into human resources structures, which would seriously impede their ability to function as intended.

Whether learning agreements should quantify the number of ULRs, and the amount of facility time available to those ULRs, is a matter for debate. The code of practice simply refers to reasonable time, which may or may not be detailed enough, depending on relationships between management and union, likely future management changes etc. Negotiators will need to make tactical judgements on these issues. It is also possible that existing facilities agreements covering other workplace representatives already includes reference to ULRs and specifies their allotted time off.

The learning agreement should also specify routes to resolution of disputes in relation to ULRs' rights and duties.

Roles and responsibilities

As well as outlining the role of ULRs, learning agreements should detail the role of management, unions and other stakeholders. This can help prevent the learning agreement being one-sided, securing management involvement and establishing the principle of the participation of external parties, such as learning providers, sector skills councils etc. Specifying the roles of the stakeholders in the agreement will both help deliver activity and make monitoring and evaluation of that activity more effective. It will also help avoid duplication of work and confusion. For example, where more than one learning provider is involved in workplace

delivery, the learning agreement should specify the learning opportunities offered by each one and there should not be overlap between providers.

Joint learning committee

Perhaps the best way that roles and responsibilities can be effectively managed is through a joint learning committee, which oversees and directs learning at the workplace. Composition of the committee and its meeting schedule should be encompassed in the learning agreement. As with other joint forums it is important that those representing management have the authority to make decisions that will be accepted and adhered to throughout the workplace. A commitment to disseminate the committee's decisions to all levels in the organisation is therefore a constructive element for the learning agreement to contain.

It is also important that the committee's role is outlined in the learning agreement, together with an explanation of how it relates to existing collective bargaining infrastructures.

Functions such as identifying learning needs, building and maintaining relationships with learning providers, developing space, opportunities and facilities for learning, producing a strategic learning plan, discussing investment in training and so on, are typical issues that should be included in the learning agreement as an explanation of what the committee is designed to do.

Clearly the committee should not substitute for or undermine mainstream industrial relations processes, but neither should it sit entirely separate from them so that learning becomes, or is perceived to be, an issue detached from collective bargaining. Committees will need to produce minutes and/or reports for, and take direction from, existing

joint negotiation committees. In other words learning committees will need to function as sub-committees, perhaps along similar lines to existing sub-committees for specialised issues, like health and safety. These procedural issues should also be clarified in the learning agreement. Mainstream collective bargaining may well include learning issues alongside, e.g. the pay claim.

Employees' rights

As previously mentioned, signing off a learning agreement can be an opportunity to publicise a joint learning agenda and generate learning activity. However, employees who are not closely involved in industrial relations processes are unlikely to find much of immediate relevance to themselves in a learning agreement unless it refers to the impact on them as individuals. Negotiators should therefore consider including a section detailing the rights and duties of employees under the agreement, which can be an effective vehicle to inform employees that they can have a legitimate expectation that their employer will provide training opportunities.

All employees in organisations with over 250 staff have a statutory right to request training. This should be included in learning agreements.

In particular, time-off arrangements are a key issue, and the learning agreement should clarify if/when time will be allowed for learning, the type of learning applicable, the process for seeking time off and whether it is paid or unpaid. Where 50-50 or similar arrangements have been negotiated, the agreement should state this and outline how this will work in practice (or signpost learners to a separate policy). It may be worth elaborating employees' legal right to request time off to learn, and the practical steps involved in exercising it, within this section of the learning agreement.

Negotiators and reps will need to exercise their own judgement about whether employees' rights to time off to access the services of their ULR are best specified in the learning agreement or left unstated. Such decisions will probably be guided by existing practices relating to other workplace representatives.

Funding for learning, or the lack of it, is always likely to be an issue of interest for potential learners. Any agreements made around employer contributions, together with planned actions to lever-in funding from other sources, should be incorporated into the learning agreement, as should any financial or other incentives for learners. Negotiators may want to frame this in terms of investment in learning, to highlight that employers who finance learning for their workforce will also reap the benefits. See the factsheet section of this guide for a suggested wording.

Where appropriate, any links between reward or performance and engagement in learning activity should be clearly spelt out too.

An underlying principle of the learning agenda is that learning should continue throughout life, but individuals need support and advice to enable them to make informed choices in their learning activity. This is a point that is easily overlooked, so it could be worth emphasising the ULR role in this regard, and perhaps providing for access to the government's adult careers advice service. A model wording is provided in the factsheet section of this guide.

Another key area of concern to employees will be confidentiality which, in fact, is one of the principle arguments in support of unions' engagement in learning activity. Workers' perception of how their learning needs or aspirations will be received by management is one of the main barriers to learning. The experience of ULRs has repeatedly demonstrated that workers are far more likely to discuss learning with one of their peers, in the knowledge that such a discussion will not have negative repercussions for their employment, pay or career prospects. Clearly, this is a relationship entirely founded on trust and confidence so, if ULRs are to be able to operate effectively, the learning agreement must include confidentiality safeguards and clarify how personal data will be handled.

The learning agreement might also usefully outline how disputes relating to learning activity will be resolved, whether this is via existing grievance procedures or an alternative procedure agreed specifically for the purpose.

Review

One obvious downside of collective agreements is their tendency to be superseded by unforeseen situational changes and events. Learning agreements, which tend to operate within a very fluid set of parameters, are no more immune from this phenomenon. Negotiators therefore need to make a further tactical judgement about the lifespan of learning agreements but, more importantly, the learning agreement needs to recognise the dynamic nature of the learning agenda. It must allow scope to respond to significant changes in supply, demand and support factors, rather than allowing these to obstruct activity. This means that the terms of the learning agreement ought to be regularly reviewed and updated.

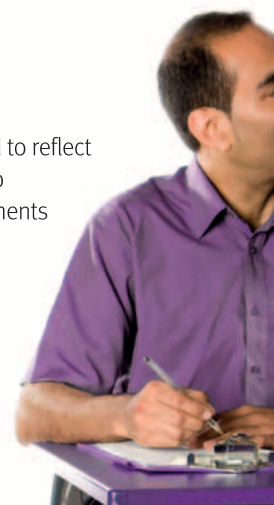
Furthermore, if learning is to have any long-term viability, the joint learning committee will need to be able to monitor and evaluate its initiatives effectively, such that future objectives can be adapted and resources allocated appropriately. It also demands that processes are put in place to record and manage information relating to learning activity, that a methodology for measuring progress toward targets is established and that the wider consequences of learning activity (such as the impact on employee turnover or morale) are objectively assessed.

While the precise arrangements need not necessarily be documented in the learning agreement, the principle of fair and transparent processes for monitoring and evaluation should be. Negotiators might wish to consider seeking commitment to independent evaluation and that any resourcing implications arising from this are allowed for.

The previous comments outline a solid generic foundation for a learning agreement. Pragmatically, it is understood that the realities of contemporary industrial relations may not allow negotiators to deliver all these elements and, as with all collective agreements, the final composition of a learning agreement represents the best compromise for all parties.

Specialised issues

As stated previously, all learning agreements need to reflect the particular circumstances of the workplace(s) to which they apply. In this sense, all learning agreements should encompass a degree of specialisation.



However, there are a number of functions around which a significant body of practice has developed, even though they are not applicable to every workplace. This is because many unions have encountered and sought to address similar issues, or developed similar solutions to broadly common issues. Some of the key ones are discussed below and model wordings for each of these areas can be found within the factsheet section of this guide.

Learning centres

Despite changes to funding and learning provision, an on-site learning centre remains a fantastic resource potentially overcoming a number of barriers to learner engagement.

However, a poorly managed or maintained centre can have a very negative impact on learners that have been painstakingly encouraged back into learning. This is one of the areas of learning agreements that needs to be very clearly defined. For example, what equipment and learning resources will be provided? When will the learning centre be available and for whose use? How will the facilities be maintained? All of these points should be agreed and expressed in the learning agreement.

Additionally, ULRs must have a central role in running the learning centre if it is to work effectively and attract hard-to-engage learners. ULRs may need some additional time and training to help them undertake this role.

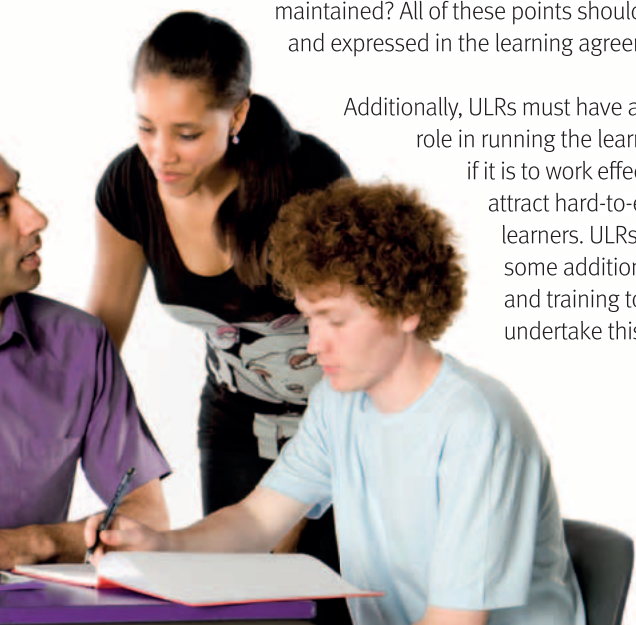
English and Maths, and English for Speakers of Other Languages

Arguably, literacy and numeracy should be addressed in every learning agreement because, as a point of principle, trade unions should be pushing for the opportunity for every adult to reach a minimum level of qualification in both of these areas. The vast majority of workplaces will have workers who could use some help and support to improve at least some aspects of their English or Maths.

Given that it can take a great deal of courage for adults to declare their literacy or numeracy needs, the primary consideration for negotiators is to ensure that these sensitive issues are addressed in a supportive, non-judgemental and confidential way. ULRs can play a key role here so the learning agreement needs to recognise this, along with the fact that ULRs may need additional training to help them tackle the issues.

The other major consideration is access to and time for learning. If significant skills for life issues exist at the workplace, employers might consider encouraging all employees to reach Level 2 in Maths and English by providing paid time off to undertake assessments, learning and examinations.

Workers who are unable to read and speak English can face a multitude of additional problems at work. Again, ULRs can play a pivotal role in encouraging these hard-to-reach workers to address their language needs. Where any numbers of non English-speaking workers are present in a workplace, negotiators will want to seek commitments to time off for learning and, given the lack of funding for ESOL courses, provision for costs.



Apprenticeships

Probably because they are currently relatively well funded, apprenticeships are becoming popular at workplaces from a wide cross-section of the economy. The main issues for unions are:

- » Apprentices should not be exploited.
- » Their training should be structured, supported and lead to permanent employment.
- » Their employment and lower-wage position should not be used to undermine established employment or rates of pay.

There is clearly a role for ULRs and other reps to play in mentoring and supporting apprentices, so negotiators should consider stating this in the learning agreement.

Higher education

In some workplaces higher education can be a useful route to continuous professional development, offering rewards to both employee and employer alike.

The often prohibitive cost, resulting from the marketisation of higher education, is likely to be one of the biggest barriers for learners. Other will probably include access to information about appropriate courses of study and time to study.

A major concern for trade unions in this respect relates back to equality, and the need to ensure that support for this type of development is provided on a fair and consistent basis. This means that higher education should be an agenda

item for learning committees, with ULRs playing a role in establishing needs, providing information etc. Costs could be addressed through employer contributions to learning, perhaps through bursary schemes or loans.

Where higher education is an appropriate option for employees, these issues need to be included in the learning agreement.

Using the learning agreement

Negotiating a learning agreement that meets the needs of union members is a significant achievement. However, the learning agreement should not be seen as an end in itself. In fact, it represents a milestone in a much longer undertaking. To put it another way, the hard work really starts after the learning agreement is signed.

Much like other collective agreements, a well-written learning agreement can be useful back-up to support activity, particularly if individual managers are creating obstacles to ULRs carrying out their role. It can also be used to re-focus management where the union team feels that progress is unnecessarily slow.

Trade unionists do not always celebrate successes as well as could be expected, but signing-off a major new collective agreement presents ample opportunities for positive publicity that should be seized on. A learning agreement should contain elements that members can see the direct

benefit of and so can demonstrate that the union is actively taking the initiative in pursuing positive activity, rather than just dealing with problems. The learning agreement should therefore be featured in union bulletins and can be used by ULRs and other workplace reps as a stimulus for conversations with colleagues.

If the learning agreement does not contain a specific action plan, a good starting point for the joint learning committee is to produce one that becomes an appendix to the learning agreement. This allows clear actions to be agreed, demonstrating that the learning agreement is more than just statements of intent. It also means that plans can be enacted, monitored and reviewed more regularly than the overall learning agreement itself.

Help, advice and further reading

This section contains links to sources of further information and resources relating to the topics covered elsewhere in the guide.

Unionlearn guides

Unionlearn has produced a range of guides on learning issues. Here is a selection that negotiators may find useful when negotiating a learning agreement:

Apprenticeships

Negotiating on apprenticeships is covered in unionlearn's *Apprenticeships Toolkit* at www.unionlearn.org.uk/apprenticeships

Building a case

Negotiators who are planning to build a case for a learning agreement may wish to consult unionlearn's *Negotiators' Guide for Bargaining for Skills*, which contains more information and ideas on building an agenda. It is available to download at www.unionlearn.org.uk/publications/index.cfm?frmPubID=214

Careers advice

For more on careers information and advice go to www.unionlearn.org.uk/uladvice

Equality and diversity

For guidance on equality and diversity go to www.unionlearn.org.uk/equality

Funding for learning

Unionlearn has produced another toolkit for trade unions focused on funding for learning. *Making Learning Affordable – Setting up Collective Learning Funds* can be downloaded at: www.unionlearn.org.uk/publications/index.cfm?frmPubID=187

Higher education

Higher Education at Work: Making the Case to Employers is available to download at www.unionlearn.org.uk/files/publications/documents/187.pdf

Literacy, language and numeracy

Maths and English skills and ESOL are discussed in detail in unionlearn's six-pack of literacy, language and numeracy booklets at www.unionlearn.org.uk/skills/learn-4072-fo.cfm and there is more on ESOL at www.unionlearn.org.uk/esol

Research on learning agreements

You can read the full report of the University of Leeds' research into learning agreements at www.unionlearn.org.uk/policy/learn-1852-fo.cfm#paper15

Time off for learning

Unionlearn's comprehensive guide can be accessed at www.unionlearn.org.uk/files/publications/documents/180.pdf and details of the right to request time off for training at www.unionlearn.org.uk/righttorequesttraining

Working for Learners

A Handbook for Unions and their Learning Representatives is a useful general guide and can be downloaded at www.unionlearn.org.uk/files/publications/documents/211.pdf

Further sources

ULRs' rights – the *Acas Code of Practice on Rights to Time Off for Trade Union Duties and Activities*, which contains specific sections relating to ULRs, can be found at www.acas.org.uk/CHttpHandler.ashx?id=274&p=0

The Equalities Act is detailed at www.legislation.gov.uk/ukpga/2010/15/contents

For labour market information and details of Sector Skills Councils and Sector Skills Agreements, visit the Sector Skills Alliance at www.sscalliance.org

The TUC has a campaign on interns' rights which highlights many of the issues interns face and is a useful resource for negotiators. Find out more at www.rightsforinterns.org.uk

Help and advice

Unionlearn's Bargaining for Skills Officer is Kirsii Kekki, who can be reached on **020 7079 6953** or by email kkekki@tuc.org.uk

Unionlearn has a bank of learning agreements and case studies. Some of these may be helpful for you, for example if they cover a similar employer. Contact Kirsii Kekki who may be able to help.

Unionlearn courses help build negotiation and other skills www.unionlearn.org.uk/tued or contact your union for information on training.

Unionlearn also has a network of regional teams who can offer advice and support to negotiators, ULRs and union learning organisers. To find your regional contacts go to www.unionlearn.org.uk/regions



1 | Making the case for a learning agreement

If you are re-negotiating an existing learning agreement the employer will hopefully have already seen the value of workplace learning and bought in to the concept of joint working on the learning agenda. The negotiator's task here will be focused on persuading the employer that suggested improvements are necessary.

If you are attempting to reach a new learning agreement, however, you might face a much bigger task, and you will need to ensure that you have prepared your case as effectively as possible.

Clearly you are unlikely to be able to achieve a satisfactory learning agreement without first convincing the employer that it is in their interest to engage with the union(s) on the learning agenda, and what this engagement should comprise. This sheet contains some ideas and advice raised by trade union officers, including learning specialists and mainstream negotiators.

Joint unions

If there is more than one recognised trade union at the workplace, it is vital that all unions are committed to negotiating a learning agreement. Additionally, although individual unions are likely to have their own priority issues, it is important that all parties broadly concur on what the learning agreement should comprise.

In practice, this means that before even putting the case to management, unions will have to work together to agree proposals, establish objectives and make decisions about which parts of the proposals can be conceded or must be adhered to. Although an extra stage in the process, this pre-negotiation activity presents an opportunity to sharpen negotiating arguments, as well as clarifying the aims of the learning agenda.



“The negotiator’s task here will be focused on persuading the employer that suggested improvements are necessary.”

Point of focus – local or national?

In large, multi-site employers, another key decision is about the scope of the learning agreement. Generally, agreements reached at national level should be enabling agreements, representing an overall framework that can be refined by further agreements at site level. Although this involves further work in ensuring that local negotiations take place as required, it means that the detail of local objectives and stakeholders can be clearly defined.

What are the advantages for the employer?

At an early stage of negotiations employers will certainly ask “what’s in it for me?” so negotiators need to marshal their arguments in preparation for this inevitable question. Additionally, while senior management might express support for learning initiatives, it is often middle management that represent the biggest barrier to effective learning activity.

Negotiators should therefore give careful consideration to the business arguments for joint learning initiatives and the issues that are likely to attract management support.

The employer will usually want to see an emphasis on job-related skills. Negotiators might want to refer to Sector Skills Agreements to establish the likely skills gaps, but it should not be overlooked that members will often have a very clear understanding of the skills that are lacking in the workplace. It may therefore be worth taking soundings from the members via the ULR or workplace rep network, or doing a skills survey among members.

Another strong argument is around employee morale. Learning opportunities, whether job-related or otherwise, can significantly improve employees’ level of job satisfaction, which in turn has positive impacts on turnover, absenteeism and productivity. These are all factors that can give employers a competitive edge, particularly during a time of austerity.

Exactly what the union(s) will deliver also needs to be clarified. Where employers have a need for their workforce to engage in continuous professional development, unions can offer information and advice to workers via ULRs and encourage those workers to update their skills. Similarly, learning can contribute to employers’ attainment or retention of quality marks like Investors in People.

Unionlearn’s *Negotiators’ Guide for Bargaining for Skills* contains more information and suggestions on building an agenda for learning at the workplace.

2 | Framework learning agreement

The following text is a suggested model wording that includes all the key areas for a framework agreement. Negotiators are encouraged to adapt and amend it according to the needs of members and what is achievable at the workplace.

A model framework learning agreement

- » This agreement is between *[insert name of union/s]* and *[insert name of organisation]*.
- » Both *[insert name of organisation]* and *[insert name of union/s]* are committed to working in partnership to promote and support lifelong learning, ensure equal access to learning opportunities and jointly discuss training plans.
- » Both parties will encourage staff to take up learning activities, including continual professional development, where appropriate.
- » The union will be responsible for recruiting and training Union Learning Reps (ULRs) and will inform management of the names and workplaces/ departments of the ULRs.
- » The number of ULRs will be *[insert number]*.
- » The functions of the ULRs should cover *[insert functions based around Acas code]*.
- » Paid time off will be granted to ULRs to enable them to carry out their duties effectively *[state an agreed minimum amount of time]*.
- » Paid time off will be granted to ULRs in order to undertake training. Initial training will take place as soon as possible after appointment.



“ We agree to take practical steps, such as yearly learning/ training needs questionnaires, in identifying barriers to taking up learning and actively work to overcome them by supporting union learning reps’ work and learning committees.”

» Employees will also be entitled to time off (whether it will be paid or unpaid time off) to participate in promotional events and to access their ULR.

» A procedure will be established to resolve any disputes about the application of the Acas code.

» Suitable facilities will be provided e.g. office space, filing cabinets, stationery, telephone, access to electronic equipment including email, notice boards etc.

» A joint learning committee will be established no later than *[insert timescales for establishing the committee]* from this agreement (see below for possible terms of reference).

» The terms of this agreement will be reviewed by the learning committee at regular intervals to ensure that they continue to reflect the needs of the workforce.

» The agreement will encourage employees to use their statutory right to request training, review its operation and ensure it is successful.

Equality and diversity

The partners named in this agreement agree that all staff have an equal access to learning and training opportunities and are actively encouraged to take them up. The partners will actively encourage assistance, expertise and training regarding equality and diversity issues within learning and development environments. Fair and equal access to learning means that take up of learning and learner achievement reflects the composition

of the workforce, including the local community where that is an option. Factors to consider include:

» age

» gender

» ethnicity

» disability

» religious or other beliefs

» sexual orientation

» national origin

» caring responsibilities

» unusual work patterns and shift and part-time workers

» learning differences and difficulties

» employment or social status

» prior educational attainment.

We agree to take practical steps, such as yearly Learning/Training Needs Questionnaires, in identifying barriers to taking up learning and actively work to overcome them by supporting union learning reps' (ULRs) work and learning committees. Employees who are disadvantaged (for instance with lower or no qualifications, English language learning needs, lower pay bands/grades, disabilities) are identified and their

learning needs mapped to form individual learning plans with ULRs.

In delivery of training, whether in or outside the workplace, these factors are identified and the needs of the learners are catered for.

In organising or referring learners to training courses or other learning opportunities, suitability and accessibility of the venues is assessed in each case. The accessibility factor is also vital regarding online learning (accessibility tools on computers and other hardware, software and websites).

Active support from the management and ULRs is needed to guarantee access to:

» Skills for Life assessment and learning

- » learning difficulties and differences, dyslexia assessments.

All staff are encouraged to get independent advice on making life and career choices through access to career advice such as National Careers Service and/or ULRs. This is supported with paid time off for all staff.

Site learning committee: terms of reference

Role

- » The overall aim of the group will be to promote, initiate, support and monitor lifelong learning activities across the site.

- » It will work to make learning opportunities as accessible and affordable as possible to all employees, enabling them to increase skills and maximise their own potential.
-

- » The learning committee will have a regular quarterly review of the business investment in learning and training with practical recommendations on how, e.g. to redistribute the investment more fairly among the staff and increase the size and/or effectiveness of training investment.

Membership

- » The steering group will comprise [insert number to be agreed at each site] nominated ULRs, a senior representative from each recognised union, a senior operations manager, representatives from the human resources and training functions, project workers/ advisors from the relevant trade unions and a nominated person from the partner college. The group will also reserve the right to co-opt representatives from other outside agencies, e.g. unionlearn, learning skills councils etc, to assist as and when necessary.

Meeting arrangements

- » The steering group will meet on a regular basis as required, but no less than six times each year. The operations manager will chair the group and the ULR coordinator will take responsibility for collating items and compiling the agenda.
- » A nominated member of the group will record action points from the meeting.

Responsibilities

These are to:

- » identify learning needs and aspirations of all employees on-site in line with the ULR learning needs analysis
- » discuss employer training plans
- » develop and promote a range of on-site learning initiatives, to encourage individuals back into learning, including a designated learning centre on-site
- » monitor and evaluate activities, feedback and effectiveness of the initiative in accordance with agreed criteria
- » work together with colleges and other outside bodies to maximise potential for learning opportunities
- » identify funding both internal and external, to assist with learning activity and explore options for making learning both affordable and sustainable
- » support the network of ULRs in their role as advocates and organisers of learning
- » explore new initiatives both within and outside the company which will support the learning process including how newly learned skills can best be utilised, for example by redesigning work or jobs
- » administer and manage the site-level learning fund in accordance with the jointly agreed learning fund regulations
- » ensure effective communication with the existing trade union and company structures regarding the aims, objectives and progress of the Lifelong Learning Initiative
- » provide a standard site level report to the unions' National Learning Committee on a regular basis.

3 | Maths and English skills

The number of adults in the workforce with development needs in English and Maths is an ongoing problem in the UK economy. These are clearly sensitive issues and workers may be reluctant to admit to having development needs but, even in workplaces with high levels of qualifications, you may find workers who could improve in some areas. It is in the employer's interest to help workers address these needs, as having functional Maths and English skills will help improve business efficiency and reduce mistakes and accidents.

The starting point in addressing these issues is to create a supportive environment. ULRs are ideally placed to help here, though they may need some additional training to facilitate this. It is also worth considering raising awareness among line managers so that staff can be signposted towards the ULRs if development needs are noted in day to day work or appraisals.

Employees need time to undertake assessments and then to address the learning needs identified. It needs to be understood that the process of addressing Maths and English skills gaps may take time. Learners will need time for regular progress reviews and updates to their learning plan to make sure that they are making the expected progress and/or amend plans if necessary. The ULRs supporting the learners will need adequate time to reflect this.

All results of individual assessments must be confidential to the individual member of staff, though aggregate data on overall staff levels of need could be made available and discussed at the joint learning committee.

Individuals often have 'spikey profiles' in their assessments, meaning that they may have needs in only one or two distinct areas. This being the case, time off arrangements should also include access to non-accredited sessions so that individuals can brush up on these skills.

The following model wording represents good practice. It is accepted that it may be difficult for negotiators to achieve this level of commitment from management at all workplaces.



“It is in the employer's interest to help workers address these needs, as having functional Maths and English skills will help improve business efficiency and reduce mistakes and accidents.”

Model learning agreement text for Maths and English skills

The partners named in this agreement recognise the importance of everyone in the workplace have functioning English and Maths skills. The partners agree that all employees are to be encouraged and supported to achieve Level 2 (equivalent to GCSE A*–C) in English and Maths skills. To achieve this, the partners agree that:

» All staff have access to Skills for Life assessments *[in the union-led learning centre]*. All new staff are introduced to the offer of assessments during the company induction programme by ULRs.

» All results of individual assessments are confidential to the individual member of staff. However, aggregate data on overall staff levels of need could be made available.

» The assessment helps determine the start level of courses for the learner according to their individual learning plan.

» English and Maths learners are granted paid time off to take the assessments and undertake learning until they achieve their learning goals, up to and including Level 2. This includes paid time off to sit external examinations.

» Skills for Life assessments, access to courses in English and Maths and relevant qualifications in these subjects are included in existing staff development programmes.

» Learners with identified specific learning difficulties, e.g. dyslexia, are assisted to access additional expert support.

» ULRs support English and Maths learners with advice and information and the learners can access this service during working hours. Progression to further learning is also explored.

4 | English for Speakers of Other Languages (ESOL)

Much of what has been noted about English and Maths skills (see Factsheet 3 in this guide) also applies to ESOL.

Most workers with ESOL needs will welcome the opportunity to improve their English skills. However, they may need encouragement to take advantage of such opportunities and will need to be treated sensitively. Once again, ULRs are ideally placed to assist here, though they themselves may need some additional time and training to do this.

Cost is also likely to be a significant issue for ESOL learners, who are likely to be low-paid. Unfortunately, funding for ESOL is very limited though, in some areas, European Social Fund money is sometimes available as match-funding – i.e. an equal contribution must be made from other parties toward the cost of learning – which could be a useful incentive to lever in contributions from employers. This is not universally available though, so ULRs representing workers with ESOL needs should keep in close contact with their unionlearn regional team, who will be aware when funding becomes available.

Model learning agreement text for ESOL

The partners in this agreement recognise the importance of English language skills at the workplace and agree to work in partnership in promoting and supporting life-long learning and access to learning opportunities.



“Most workers with ESOL needs will welcome the opportunity to improve their English skills.”

An offer will be made for employees to take ESOL training courses.

» The training will include initial assessment and *[insert agreed number of learning hours]* hours of taught ESOL learning.

» *[Insert name of employer organisation]* will be meeting the course costs.

» ESOL learners will be granted paid time off for learning for the duration of the agreed course/s. Where necessary flexible working arrangements can be operated to ensure access to course/s.

» ULRs support ESOL learners with advice and information and the learners can access this service during working hours.

» Employees make every reasonable effort in taking part to learn according to their ability.

» ESOL learning is included in regular workplace training provision.

» ESOL learning is included in apprentice training when appropriate. ESOL learning is included in employer's induction training when appropriate.

The terms of this agreement will be reviewed by the learning committee at least once a month while the ESOL course/s are running.

5 | Learning centres

A workplace learning centre can be a valuable resource and an ideal focus for learning activity. What constitutes a learning centre is open to debate, but there is a general expectation these days that it will include a number of computers with internet access.

This being the case learning centres usually come with costs attached, both for initial purchase of equipment and its ongoing maintenance, provision of up to date resources and broadband connection. This means that learning centres tend to be a feature of large workplaces but can be equally successful in small workplaces. The work involved in setting up, maintaining and supporting the centre means that they should be considered as part of a long-term joint commitment to learning.

Sometimes, well-provisioned workplace learning centres are not fully used. This is often because learners are not adequately supported in the centre and so are unsure about what is on offer, how to access it or what to do when they run into problems. It does not mean there is no appetite for learning. ULRs can play a pivotal role in avoiding under-use by promoting the centre, working in it to support the learners and researching learners' needs to ensure that the centre provides opportunities that are appropriate and attractive to all employees.

Also, although the convenience of a workplace learning centre can help to address many barriers to learning, workers with busy lives may still face problems in making time to learn. To make the learning centre successful, it may be necessary to build paid time off into learning agreements. This could be for the full course duration, a fixed number of hours per learner or a matched arrangement where learners' own time is equalled by paid time off.

The joint learning committee should monitor usage of the centre and establish procedures to evaluate and improve the effectiveness of the learning that it provides.



“What constitutes a learning centre is open to debate, but there is a general expectation these days that it will include a number of computers with internet access.”

Model learning agreement text for learning centres

Both the union/s and *[insert name of organisation]* recognise the importance of equal access to learning opportunities in the workplace and agree to work in partnership to set up and maintain a workplace learning centre.

» The venue/room(s) for the learning centre is provided by *[insert name of employer organisation]* at *[insert name and address of workplace]* where the employer looks after cleaning and maintenance.

» Ensure the learning centre is at least compliant with the Equality Act 2010 and provides high-quality access and support for learners with disabilities.

» At the minimum level the equipment in the learning centre provided by *[insert name of employer organisation]* is:

- » *[insert a number]* of computers with access to broadband and maintenance
- » *[insert a number]* of desks and chairs
- » *[insert a number]* lockable filing cabinets
- » other equipment and resources.

» Access to the learning centre is for staff and their family and friends.

» The learners will be granted paid time off:

- » to seek information and advice from ULRs about the opportunities offered in the learning centre
- » for English and Maths skills assessments and
- » to access their learning in the centre as agreed, depending on level, nature of course, etc.

» Where necessary, flexible working arrangements can be operated to ensure access to course/s and learning opportunities.

» The ULRs support the learners at the learning centre with advice and information and the learners can access this service during working hours. It has been agreed that the ULRs are provided *[insert a number]* of hours a week to set up and run the learning centre.

» A contact point with *[insert name of organisation]* in the learning centre matters is *[insert name and/or title of employer representative]*.

The terms of this agreement will be reviewed and the access to learning centre regularly monitored by the learning committee.

6 | Apprenticeships

Trade unionists recognise the need to tackle youth unemployment, but that employment available to young people can be low-paid, exploitative and does not lead to meaningful career opportunities.

Internships can provide valuable work experience, but are sometimes used simply as cheap labour. Apprenticeships, on the other hand, can deliver well structured training and long-term employment prospects. It is helpful if unions are involved in negotiating and supporting the schemes.

Where apprentices are present in the workplace, they should be encompassed by a learning agreement just like other employees. Unless already established elsewhere, the learning agreement can define their access to learning, support and mentoring. Reps can have a real impact on the success of apprenticeship schemes and the joint learning committee should include apprentices' progress as a standing agenda item.

Model learning agreement text for Apprenticeships

All partners in this agreement recognise the importance of good-quality Apprenticeship opportunities and support to apprentices at the workplace.

- » Apprentices are required to attend college or another training provider (which may be in the workplace) to achieve a relevant qualification. A clear programme and qualification achievement is agreed for, and communicated to, each apprentice.
- » The apprentices are entitled to paid time off for learning related to the apprenticeship which includes *[insert number]* of study days and private study when needed.
- » The apprentices have an employee status and an employment contract to cover *[insert number]* years (minimum 12 months) that it takes to achieve competency and qualifications appropriate for the job role. The contract of employment includes the same general terms and conditions as for other staff in the workplace.



“Apprenticeships... can deliver well structured training and long-term employment prospects if unions are involved in negotiating the schemes.”

» Both *[insert name of union]* and *[insert name of employer organisation]* support the timely and successful completion of apprenticeships. It will be helpful for apprentices' to have opportunities to be mentored and to have advice and information from workplace union reps during working hours. To facilitate this ULRs and other reps are invited to do a session during apprentice induction and support apprentices thereafter, as appropriate.

» Every effort is made to ensure the apprentice is offered a permanent job with an appropriate pay rate on completion of the apprenticeship. This includes a guaranteed interview when a job on an appropriate grade is vacant.

» Apprentice pay is *[agreed as appropriate to the industry]*.

» Apprentices do not substitute for existing jobs.

» Apprentices with ability should be given every opportunity to progress, e.g. from Level 2 to Level 3 or higher.

» Health and safety is a particular concern for apprentices and should be carefully assessed to minimise any risk to them.

The terms of this agreement will be regularly reviewed and monitored by the learning committee.

7 | Higher education and CPD

Although it will not be of interest to all, gaining a higher education (HE) qualification is an aspiration of many union members. Forty-five per cent of all UNISON members already have an HE qualification, and many will want to brush up or expand/engage in continued Professional Development (CPD). Higher education can also help develop the kind of higher level skills that many employers say they are looking for in their workforce, so supporting employees into higher education should be on the employer's agenda too.

The key barriers for employees are likely to be:

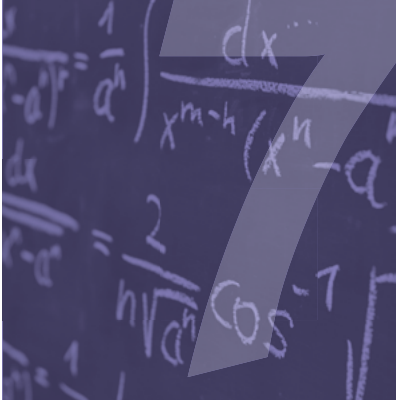
- » *Costs* – so, wherever possible, negotiators need to secure commitment from the employer to a contribution as in the model text.

- » *Time to study* – similarly, paid time to study should be expressed in the learning agreement where it is provided. Employers may wish to specify a maximum amount of time that will be allocated. Where work-related projects are likely to feature in studies it is important to secure the employer's support for appropriate time and access. This may even help employers improve their business processes.

- » *Knowledge of appropriate qualifications* – higher education institutions now offer much more than traditional degrees, with many shorter and modular courses that can help overcome fears of commitment to a lengthy course of study. The agreement should reflect this, and feature the role of ULRs in helping employees understand options, make appropriate choices and plan their learning effectively.

Model learning agreement text for higher education

The partners named in this agreement agree that staff engaging in learning are supported in the workplace. With regard to higher learning, CPD and higher education this means:



“Higher education can also help develop the kind of higher level skills that many employers say they are looking for in their workforce.”

» ensuring all staff have access to progression to higher learning at the workplace

» actively encouraging staff to take up Foundation degrees and other higher learning opportunities through personal development planning and other development tools

» the employer providing a contribution toward the cost of learning – ULRs can help with putting together a business case

» the employer providing appropriate time off for learning, including e-learning

» giving active help and time to learners to complete work-related learning projects

» identifying a mutually acceptable workplace mentors to learners to encourage and help and share innovation and ideas

» ULRs conducting a higher-learning and/or CPD-specific Learning Needs Analysis once a year with staff and working with the employer on staff surveys, skills audits and similar to keep higher learning highlighted

» developing partnership arrangements with local higher education providers to develop bespoke programmes, to improve access to existing courses and to negotiate discounts

» proving access to good-quality information and advice about higher education and career progression by accessing the Higher Learning at Work website or the Climbing Frame Learning Theme on Higher Learning

» developing workplace learning clubs to build confidence, share experiences and support progress

» publicising and brokering higher education taster courses

» brokering CPD courses.

8 | Supporting learners and investment in learning

Information and advice to support learning

One of the biggest barriers to learning for adults is lack of knowledge about what learning opportunities are available and which ones are appropriate to their needs and future aspirations. Accordingly, access to good information and advice about learning is a basic need for adult learners.

The key role that ULRs can play in providing this information and advice should be acknowledged, although ULRs are not expert sources of professional careers advice. In some workplaces it may also be appropriate to provide access to more specialist careers advice, such as the adult careers advisory service. Here is a model wording for learning agreements:

Model learning agreement text for supporting learners

The partners named in this agreement agree that it is important to ensure that all staff have access to independent learning and career advice and information to enhance their personal development and career progression and make best use out of skills and learning at the workplace. With regards to supporting learners and career advice this means:

- » providing time off when needed to discuss learning matters with the ULRs and/or other workplace representatives to identify learning and support needs
- » providing time off for staff to discuss their career information and advice needs with a National Careers Service advisor
- » ensuring employees are able to contact the Learning and Careers Advice Line by phone or through the website from the workplace



“It is important to ensure that all staff have access to independent learning and career advice, and information to enhance their personal development and career progression.”

» organising an annual learning and skills “MOT” in a form of Learning Needs Analysis and on an individual basis with ULRs

» providing access to the internet for ULRs and other workplace representatives and, where necessary, additional training for ULRs and other workplace representatives to make the best use of available online resources

» providing access to a computer and time off for ULRs to use the union learning Climbing Frame to support staff development and progression

» encouraging and supporting all staff to register for a Lifelong Learning Account

» providing notice boards to promote and advertise the unionlearn learning and careers advice service

» providing time off for ULRs to undertake the Climbing Frame online e-learning module and others as appropriate

» building partnerships with the main professional organisations in the careers guidance sector.

Investment in learning

Negotiators may already be familiar with the Investors in People quality mark. The title of this quality mark is significant. It is intended to reflect the fact that employers’ financial support for employees to learn is not a case of throwing money away but of making an investment in the future of the business, so it should be seen in a similar way to funding new plant or ICT systems.

It is sometimes easy to lose sight of this, so it can be helpful to underline this concept in the learning agreement. A model text is below.

Model learning agreement text for investment in learning

The partners named in this agreement agree to carry out joint work on finding mutually beneficial ways of funding learning at work. This means that:

» A collective learning fund is established to help make learning affordable and accessible. The fund shall be managed and overseen by the joint learning committee.

» Employer investment in learning is increased (up to two per cent of pay-roll) *[in an agreed timeline]*. This is regularly reviewed by the joint learning committee.

» Employer investment in bursaries are offered to staff to take on courses in personal development. The joint learning committee oversees the allocation of bursaries.

» Time off for learning is offered to all staff so that everyone gets a minimum of 5–10 days a year.

» All staff are offered the opportunity where relevant, to reach at least Level 2.

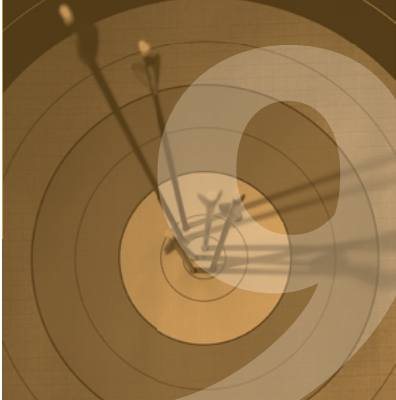
» The impact of this investment is monitored in terms of greater productivity and quality and customer satisfaction, reduced turnover, absenteeism, stress, etc. This will correct the evidence to show the added investment is worthwhile.

9 | Good practice and setting clear objectives

Fortunately, there is a wealth of experience of learning agreements across the trade union movement which can be drawn on. Here are some examples of good practice that negotiators may find useful.

“We see securing learning agreements as a method of building sustainability into learning. We have had instances where the presence of an agreement has been vital in safeguarding ULR release or learning provision when it has been threatened by a change of management. Obviously, paid release for ULRs is vital – as is what they can claim that release for. We tend to look for pre-scheduled hours supplemented by ad-hoc time. We build the role and composition of the steering group into our agreements – and the frequency with which they meet. This is important to ensure clarity of roles and responsibilities and to avoid drift where meetings keep falling to the bottom of the priorities list. We also look to include clear statements on practical support from the employer (such as accommodation, furniture, IT and broadband) and the levels of support for learners. This might vary depending on the nature of the course but we are always keen to foster an overall culture of learning. Finally we like to cover monitoring and reporting. We are happy to share information on overall course numbers and training needs findings but we robustly defend the principle that the individual’s learning requirements are between them and their ULR/tutor, unless they choose to share this information more widely.”

CWU Education and Training Department



“An effective learning agreement demonstrates a real commitment from employers, a recognised framework for how the union and the company work together around learning.”

“When negotiating time off for learning you need to have a creative mind and have options to present to the employer. As our support to trade unions we helped with negotiations with an employer in distribution with complex shift patterns. It was agreed that instead of paid release for Skills for Life courses, employees would commit to learning in their own time and on completion receive extra days as part of their annual holiday entitlement. This worked as an incentive for the employees and helped the employer to deal with planning of shifts patterns. Local agreements often bring better results than negotiations nationally because they are more relevant to the members and their place of work.”

Stuart, unionlearn SERTUC senior union support officer

“For Usdaw, joint learning agreements are absolutely essential to our long term learning strategy and are the basis on which all sustainable initiatives are founded. It’s Usdaw’s view that an effective learning agreement demonstrates a real commitment from employers, a recognised framework for how the union and the company work together around learning and provides a clear understanding of roles and responsibilities, particularly in relation to ULRs. Our experience indicates that learning agreements need to be clearly rooted and linked within other company/ union agreements to have a lasting impact. This not only provides a long term commitment from both parties but ensures continuity in the face of change either within the company, or indeed the union.”

Paddy Lillis, Usdaw’s Deputy General Secretary and Chair of the National Lifelong Learning Steering Group

“In our experience there are three major elements in making learning agreements better: joint working with the other unions in the workplace is essential as is working with all the union reps, branches and officers to ensure that all the wider union expertise is brought to the negotiating table. Secondly, the ULR needs to be the main focus, recognising them as pivotal in ensuring that the agreement is ‘dynamic and active’ and not merely a tick box exercise by either the employer or indeed the trade unions. This also helps with the third element which is having a jointly agreed action plan with the employer. The action plan helps build union capacity and empower the union learning reps to carry out their role effectively while assisting the employer to see the practical steps that will be taken.”

RCN and UNISON health sector learning officers in East Midlands

Setting clear objectives

Setting clear objectives can guide activity, help identify priority actions and aid effective evaluation. Negotiators might find it useful to add objectives in an appendix to the main learning agreement, to aid regular review and set an overall timeframe for activity. Above is an extract of a real plan from a public sector workplace.

The headings of the action plan help the learning committee to develop SMART objectives – Specific, Measurable, Achievable, Relevant and Time-bound – while also ensuring that outcomes are recorded and a review takes place.

Identified priorities and agreed activities					
Number	Planned activity	By whom	When	Recorded outcomes	Reviewed, on update and next steps
3	Upskilling				
	Upskill managers in providing meaningful coaching and feedback	DM, DOM, CSOM, ATM, ULR	September		
	Provide managers with support in order to develop meaningful PDPs				
	Commit to providing staff with half a day a month dedicated to development activities (this can include e-learning, job shadowing, formal training etc)				

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