

# Learning Agreement

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## Name

- 1.1 This agreement is between **University and College Union (UCU)** and **Glasgow Caledonian University (GCU)** and shall be known as the Joint Union Learning Agreement (JULA).

## 2. General Principles

- 2.1 Both GCU and UCU are committed to working in partnership to promote and support lifelong learning and ensure equal access to learning opportunities. All parties are committed to full and early consultation on matters covered by this agreement and GCU recognises UCU for collective bargaining on matters relating to staff learning, training and professional development.
- 2.2 Both parties will encourage staff to take up learning activities.

## 3. Benefits

- 3.1 All parties recognise that joint work on personal and professional development, such as that contained in this agreement, bring positive benefits for unions and management. It helps to:
- Bring together the needs of the organisation with the individual
  - Promote a positive attitude to staff training and professional development
  - Improve the quality of education provided by the institution through positive promotion of professional development
  - Improve the skills and employability of members helping them to become more adaptable to change
  - Ensure equality of opportunity in the workplace

## 4. Equal Opportunities, Equal Access

1.3 This agreement should work in parallel with the institution's equality procedures and will be equality impact assessed to ensure that no group of employees is discriminated against. Work should be undertaken (e.g. a learning needs survey) to ensure that barriers to learning are identified, and that different groups of employees are not overlooked for reasons related to

their employment status or on grounds of their gender, gender identity, race, disability, sexual orientation, religion or belief and age.

## **5. Joint Training and Learning Committee (JTLC)**

- 5.1 A joint training and learning committee (JTLC) will be established by September 2010.
- 5.2 The JTLC will comprise of equal numbers of union and employer representatives.
- 5.3 The JTLC will report progress to the Joint Consultative Committee.
- 5.4 The JTLC will be entitled to co-opt / invite person(s) to meetings when necessary.
- 5.5 In order to successfully and efficiently carry out its business the JTLC shall have timely access to all material and information regarding the institutions learning, training and professional development activities.
- 5.6 The main responsibilities of the committee will include:
  - Identifying the learning needs of the staff through a Learning Needs Analysis and reviewing with the involvement of the individuals including their aspirations and learning needs.
  - Prioritising the learning needs with reference to the organisation's and individuals' requirements.
  - Identification of those groups and individuals who are to benefit from the various learning initiatives with reference to the organisation's and individuals' needs.
  - Producing a realistic learning plan, setting goals and targets for the learning provision within the workplace; this may include establishing and developing a learning centre.
  - Establishing the standards for the learning to satisfy individual and statutory requirements.
  - Agreeing upon and establishing paid time off for learning for all employees wishing to participate in work related learning and lifelong learning.
  - Determining and monitoring of the provisions available.

- Maintenance of any contracts with outside education and training providers.
  - Ensuring that the Learning Plan is effectively implemented so that the LPC meets their goals and targets for learning provisions.
- 5.7 The partners agree that any learning needs analysis is undertaken with the full cooperation of all partners and that any such analysis will be solely for learning and educational purposes. The analysis will not be used in relation to other issues such as pay, performance appraisal, redundancy, disciplinary procedures etc.
- 5.8 The partners commit to regularly updating the learning needs analysis of participants in any learning programme.
- 5.9 The JTLC will comprise of equal numbers of Employer and Union representatives and the employer will place at least one senior member of its management team on the joint LPC are the LPC different to the JTLC?, so that the committee is able to take effective decisions.

## **6. Bargaining**

- 6.1 The employer will undertake to ensure that this agreement will not be used as an alternative to collective bargaining with the Unions and agrees to maintain and use existing negotiating procedures and arrangements other than those specified in this agreement.

## **7. Union Learning Representatives (ULR)**

- 7.1 The duties of ULRs are listed in Appendix 1 of this document.

## **8. Facilities**

- 8.1 The unions will be responsible for recruiting and electing ULRs and will inform management of the names and departments of the ULRs.
- 8.2 GCU will make access available to the staff newsletter, intranet and annual staff development day to enable UCU to promote the learning agenda and the activities of ULRs.
- 8.3 Paid time off will be granted to ULRs to enable them to carry out their duties effectively. Details of the current allocations are shown in the attached Appendix 2 and will be subject to annual review.

- 8.4 Paid time off will also be granted to ULRs in order to undertake UCU approved initial training and reasonable further training and information seminars. Initial training will normally take place within 6 months of appointment.
- 8.5 Employees will be entitled to reasonable paid time off to participate in promotional events and to access their ULR.
- 8.6 Suitable free facilities will be provided e.g. office space, filing cabinets, stationery, photocopying, telephone, access to electronic equipment including e-mail, notice boards etc.
- 8.7 Procedures for ULR.s and employees seeking time off under these provisions are contained in Appendix 3.

**9. Procedure for dealing with unresolved issues**

- 9.1 Where a dispute arises out of the application of this agreement, or the interpretation of this agreement, it shall be dealt with through:
  - The agreed grievance procedure of the institution in the case of individual disputes.
  - The dispute resolution procedure in the recognition agreement in the case of collective disputes, or in the absence of a written recognition agreement, through the usual process for dealing with collective disputes.

**Signed on behalf of GCU**

by .....

Date.....

**Signed on behalf of UCU**

by .....

Date.....

**What about other onsite unions? Would be more beneficial to all staff if joint union /employer agreement?**

## Appendix A1

### The role of the UCU learning representative

The role of a UCU Union Learning Rep is flexible and will depend on the branch/LA, the workplace and the individual's interest. The role may include the following but this is neither an exhaustive nor prescriptive list.

- Raise awareness and promote the benefits of learning with the employer and employees.
- Provide information, advice, individual learning needs analysis and referral to union members on professional development, training, vocational education and recreational courses which may include:
  - Advice and referrals regarding teaching qualifications
  - Facilitating provision of continuing professional development (CPD)
  - Facilitating provision of IT training opportunities
  - Identifying and facilitating access to recreational courses.
- Identify, and respond to, the collective personal, training and professional development needs of the workforce, or parts of the workforce.
- Promote basic and key skills training.
- Act as the representative for members who have difficulty securing the release for the courses they consider necessary for CPD purposes.
- Act as the first point of contact for consultation on employer proposals that affect staff learning, training or professional development.
- Promote/develop/secure courses relevant to academic staff during staff development days.
- Negotiate the provision of learning, staff development and training with the employer.
- Where appropriate broker the provision of learning with training providers, often the University itself.
- Assist union members in accessing funding for learning where appropriate.
- Involvement in negotiating learning agreements with the employer.
- Secure equal opportunities in the learning agenda including promoting learning opportunities to all groups of staff. Staff may have difficulty accessing learning opportunities due to discrimination based on, for example, where they work; their contract type (part time/hourly paid, fixed term, agency staff); caring responsibilities; gender; ethnicity; disabilities; sexuality; age and length of service.
- Supporting innovative workplace developments such as Union Learning Fund projects.
- Work with branch officers and members to organise campaigns around learning/CPD issues.
- Consult and report back to members and relevant union committees on union learning activity and issues.
- Identify, develop and support other UCU learning reps and ULRs from other recognised workplace unions.
- Establish and maintain support and consultation networks/ committees among members to assist in the above duties.
- Promote the work of UCU with members and non-members.
- Recruit members to UCU.

## **Appendix A2: Paid time off for UCU ULRs**

Each UCU ULR shall be allocated five hours per week reduction in class contact time and the associated non-teaching time.

UCU Union Learning Committee members (JTLC?), or Department Union Learning

Representatives, shall be allocated two hours per week reduction in class contact time and the associated non-teaching time to attend the UCU (or joint unions) learning committee and to consult and report back to the members they represent.

Reasonable additional time off will be granted for one off events, representation of members, training and meeting with management where such time off cannot be accommodated within the usual scheduled hours, and is to be accessed in accordance with the procedure set out in Appendix 3.

In recognition of the increased activity normally associated with the establishment of a new agreement, and the structures arising from the agreement, the ULR's will have an additional allocation of two hours reduction in class contact time and associated nonteaching time, for the first six months after the signing of this agreement or until at least four UCU ULRs are trained and in place, whichever is the later.

## **Appendix A3**

### **Procedures for accessing additional time off**

Where a ULR or Department ULR wishes to access paid time off due to a commitment that cannot be accommodated within their usual scheduled hours the following procedure applies.

The ULR shall request the time off from their direct line manager and shall include:

- The purpose for the time off
- The intended location
- The timing and duration of the time off

The direct line manager shall not unreasonably refuse such requests.

If the request is refused the ULR may take the request to their senior manager. The senior manager shall not unreasonably refuse.

If the request is refused the ULR may take the request to the JTLC.

Where time off is required to attend a meeting requested by management, permission is deemed to be automatically granted upon notification of the time needed by the effected ULR to their line manager.