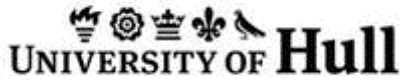


# Learning Agreement



## 1. Name

- 1.1 Learning Agreement Between the University of Hull and the recognised trade unions UNITE, UNISON and UCU, and shall be known as the Joint Union Learning Agreement (**JULA**).

## 2. Aims

- 2.1 To build a learning partnership between Hull University and UNITE, Unison and UCU
- 2.2 To encourage employees in Hull University to participate in lifelong learning.
- 2.3 To provide access to lifelong learning.
- 2.4 To establish a workplace learning centre if appropriate.
- 2.5 To build upon the Governments' current lifelong learning initiatives.
- 2.6 To work with learning organisations and providers to ensure that the partnership is a success and that learning opportunities are available to all staff.

## 3. Who the Agreement Covers

- 3.1 This agreement covers all full and part time employees of the University of Hull.

## 4. Bargaining

- 4.1 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.
- 4.2 The partners agree that all individual grievances arising from any educational or learning initiative shall be subject to the existing grievance and/or dispute resolution procedures.

## 5. The Establishment of a Joint Union Employer Learning Partnership Committee (LPC)

- 5.1 The Partners agree to establish a joint union/employer Learning Partnership Committee. This will be responsible for introducing, implementing and monitoring learning initiatives.
- 5.2 The LPC will be established by May 2011.

- 5.3 The LPC will report to the JTUCC.
- 5.4 The main responsibilities of the committee will include:
  - 5.4.1 Identifying the learning needs of the staff through commissioning a Learning Needs Analysis and reviewing with the involvement of the individuals including their aspirations and learning needs.
  - 5.4.2 Prioritising the learning needs with reference to the organisation's and individuals' requirements.
  - 5.4.3 Identification of those groups and individuals who are to benefit from the various learning initiatives with reference to the organisation's and individuals' needs.
  - 5.4.4 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.
  - 5.4.5 Establishing the standards for the learning to satisfy individual and statutory requirements.
  - 5.4.6 Agreeing upon and establishing time off for learning for all employees wishing to participate in work related learning and lifelong learning..
  - 5.4.7 Determining and monitoring of the provisions available.
  - 5.4.8 Maintenance of any contracts with outside education and training providers.
  - 5.4.9 Ensuring that the Learning Plan is effectively implemented so that the LPC meets their goals and targets for learning provisions.
- 5.5 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.
- 5.6 The partners commit to regularly updating the learning needs analysis of participants in any learning programme.
- 5.7 The LPC 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, so that the committee is able to take effective decisions.
- 5.8 The partners agree to ensure that all sectors/sites of the workplace are represented on the joint LPC and that all members of the LPC are provided with all relevant information concerning the learning provision and their duties/responsibilities as members of the committee.
- 5.9 The LPC will be entitled to co-opt / invite person(s) to meetings when necessary.
- 5.10 The partners will have the responsibility of disseminating all information on matters relating to learning in the workplace and will ensure that all employees

and managers are made aware of the learning opportunities available, the work of the LPC and the role and responsibility of the learning representatives.

- 5.11 The LPC will meet once a month (or as agreed by a meeting) to carry out the tasks as identified by this partnership agreement.
- 5.12 A Chairperson and Secretary will be appointed at the first meeting of the joint LPC and once a year thereafter, to facilitate the future meetings of the committee.

## **6. Equal Opportunities, Equal Access**

- 6.1 The partners recognise the importance of equal opportunities and equal access to enhance skill levels in order to meet both the business objectives of the organisation, as well as the individual learning and development needs of the employees.
- 6.2 The partners will seek to ensure that training and development will be available to all employees.

## **7. The LPC will aim to:**

- 7.1 Ensure that when learning takes place under the Learning Plan that the specific needs of individual employees are taken into account.
- 7.2 Ensure that a reasonable number of members from within the workplace are given the opportunity to train as learning representatives, enabling them to offer support, advice and guidance to other members.
- 7.3 Ensure that the University provides Learning Representatives with adequate paid time off for training and to do their duties, as outlined in The Trade Union and Labour Relations (Consolidation) Act 1992 as amended and ACAS Code of Practice 3 (Time off for Trade Union Duties and Activities) 2009.
- 7.4 Ensure that the University provides employees with time off to participate in learning and events and to access their learning representative.
- 7.5 Ensure that development plans for each individual employee are drawn-up for the purpose of meeting job-related learning needs.
- 7.6 Assist the individual/employees/learning representatives to make informed choices in regard to learning programmes; giving those concerned the ability to secure the maximum benefits possible from the opportunities available.

## **8. Facilities**

- 8.1 Ensure that learning representatives have access to a secure office with the usual office equipment, i.e. computer with internet connection, internal and external email, secure filing cabinets and a telephone with an external connection. This is necessary to enable learning representatives to conduct confidential interviews, give impartial advice and guidance, and securely store information.
- 8.2 It is the responsibility of each Union to elect, train and develop learning representatives. Learning representatives will be appointed/elected according to the each Unions' rule book. The Unions will inform management in writing of

the names and workplace / departments / site of learning representatives, including his/her intention to train.

- 8.3 Although participation by employees will be on a voluntary basis, UNITE, Unison and UCU agrees to actively encourage their members to fully participate in all learning initiatives and opportunities, developing a lifelong learning culture throughout the University.
- 8.4 The University will make access available to the staff newsletter, intranet and annual staff development day to enable the unions to promote the learning agenda and the activities of ULRs.
- 8.5 Paid time off will be granted to ULRs in order to undertake union approved initial training and reasonable further training and information seminars. Initial training should take place within 6 months of appointment.
- 8.6 Employees will be entitled to reasonable paid time off to participate in promotional events and to access their ULR.
- 8.7 For communication with members of staff, suitable facilities will be provided e.g.access to e-mail lists, use of notice boards etc.
- 8.8 Procedures for ULR's and employees seeking time off under these provisions are contained in the Appendix.

## **9. Data Protection**

- 9.1 Data acquired as part of the LPA – such as individual learning requirements – will be kept confidential.

## **10. Review of agreement**

- 10.1 There will be a review at the end of the first year of the operation of this agreement to review the allocation of paid time off with particular reference to assessing the workload and numbers of ULR's.

## **11. Skills Pledge and Agreement**

- 11.1 On behalf of Hull University I, as Chief Executive make a commitment that we shall:
- 11.2 Actively encourage and support our employees to gain the skills and qualifications that will support their future employability, and meet the needs of our business/organisation.
- 11.3 Actively encourage and support those employees who lack basic literacy and numeracy skills can acquire them and with the governments support work towards their first Level 2 qualification in an area that is relevant to our business/organisation.
- 11.4 Demonstrably raise our employees' skills and competencies to improve company/organisation performance through investing in economically valuable training and development.

Signed on behalf of Hull University

by .....

Date.....

**Agreed by the campus trade unions**

Signed on behalf of UNITE

by .....

Date.....

Signed on behalf of UNISON

by .....

Date.....

Signed on behalf of UCU

by .....

Date.....

## **Appendix**

### **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 LPC.

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.