

1) draft

Comments at ~~next~~ next meeting

Feedback to J.W. by 20 May



**Wiltshire
College**

LEARNING AGREEMENT

(DATE)

**Agreement between
Wiltshire College**

and

(Other Partners)

1. Introduction

- 1.1. Wiltshire College is committed to training and developing all its employees to the highest standard needed to ensure the effective delivery of services to the students of the college.
- 1.2. We will achieve this by identifying skill gaps and developmental needs targeted at addressing community and organisational priorities expressed through business plans and associated service plans.
- 1.3. In this way, the organisation can ensure that its employees receive the right training and development, when it's needed and continually plan and review the provision of services to be ahead of the game.
- 1.4. Wiltshire College also recognises the significant role that the employees, and their representatives, play in ensuring that their skills and knowledge are maintained at the highest levels to meet these challenges. It equally recognises the significant role that Union Learning Representatives can play in facilitating access to life-long learning both in, and outside the workplace.
- 1.5. This learning agreement outlines how Wiltshire College and recognised Trade Unions /Associations will work together to increase the level of knowledge within the college about the range of training and development opportunities available and how to access them.

2. Aims and Objectives

- 2.1. Through the application of this agreement we hope to:
 - enhance partnerships within Wiltshire College;
 - encourage the staff within Wiltshire College to participate in life-long learning and inspire them to continue to enhance their professional and personal development;
 - contribute towards meeting Wiltshire College's work-life balance agenda and as a consequence, further improve job satisfaction and employee retention;
 - widely publicise current and future training and development activity and facilitate ease of access to this;
 - continue to build upon the Government's and Wiltshire College's current learning initiatives;
 - support the work of Trade Union Learning Representatives (ULRs); and
 - actively seek to work with all organisations and explore all avenues, as appropriate to ensure the partnership successfully delivers these aims and objectives.

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. Who the Agreement Covers

- 4.1. This agreement covers all employees of Wiltshire College.
- 4.2. Learning opportunities will be available to all members of staff in the College, regardless of the Union membership status, job role or allocated employment grade.
- 4.3. Wiltshire College will undertake to ensure that this agreement will not be used as an alternative to collective bargaining with Unions/Associations and agrees to maintain and use existing procedures and arrangements other than those specified in this agreement.
- 4.4. The Facilities for ULR's will be as agreed in Appendix 2. These Facilities will encompass paid time off, equipment and access to relevant documentation.
- 4.5. The partners agree that all individual grievances arising from any educational or learning initiative shall be subject to the existing grievance procedures.

5. Staff Development Group

- 5.1. Wiltshire College has in place a Staff Development Manager who will liaise with the ULRs to establish a Joint Working Group. This group will formulate a set of principles by which they will work, taking into account the existing remit of the College Staff Development Manager, and the principles identified in the aims and objectives, and the agreed duties of a Union Learning Representative. This group will contribute towards the staff development programme.

The Joint Working Group will consider:

- the learning and skills needs of employees and employers
 - the learning needs priorities of staff and the (Training Needs Analysis)
 - information to assist in the development of effective training and development plans;
 - those groups and individuals who might benefit from the various learning initiatives;
 - the identification of potential training and development providers to meet known organisational and individual/group needs;
 - the identification of potential funding, from whatever source, to facilitate the delivery of training and development activity;
 - the contribution of training and development activity at a service and individual level, as appropriate;
 - the staff development programme.
- 5.2. The partners agree that any (learning needs analysis) is undertaken with their full co-operation, and that any such analysis will be solely for learning and educational purposes. The analysis will be used to support the Performance Development Review process and to facilitate life-long learning and personal development.
 - 5.3. Others may be co-opted to the group as required, with the approval of a majority of the partners.
 - 5.4. The partners will have the responsibility for 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 and the work of the Joint Working Party
 - 5.5. The Joint Working Party will meet as and when required but at least termly.

6. Equality of Opportunity and 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 Wiltshire College as well as the individual learning and development needs of employees.
- 6.2. The partners will ensure that opportunities to undertake training and development will be provided to all employees.

- 6.3. The Joint Working Party will as part of establishing its remit, take into account the following;
- make every effort to ensure that when any learning takes place, the specific needs of individual employees are taken into account;
 - support ULRs to be given the opportunity to take suitable training enabling them to offer support, advice and guidance to their members and work with Wiltshire College to enhance the learning culture in the workplace; and
 - assist the individual employees/learning representatives to make informed choices with regard to learning programmes, giving those concerned the chance to secure the maximum benefit possible from the opportunities available.
- 6.4. The Unions/Associations agree to actively encourage their members to fully participate in all learning initiatives and opportunities offered by Wiltshire College.
- 6.5. The partners to this agreement acknowledge and accept that training and development, identified through the normal staff development process, forms part of the employee's terms and conditions. Such training or development will normally be delivered at the organisation's expense and within the employee's normal working pattern, unless otherwise agreed.

7. Facilities

- 7.1. The unions will be responsible for recruiting and electing ULRs and will inform management of the names and departments of the ULRs.
- 7.2. The college will make access available to the staff newsletter, intranet and annual staff development days to enable the unions to promote the learning agenda and the activities of ULRs.
- 7.3. Paid time off will be granted to ULRs to enable them to carry out their duties effectively. Details of the current allocations will be subject to annual review and a model is shown in Appendix 2.
- 7.4. Paid time off will also be granted to ULRs in order to undertake union approved initial training and reasonable further training and information seminars. Initial training will normally take place within 6 months of appointment.
- 7.5. Employees will be entitled to reasonable paid time off to participate in promotional events and to access their ULR.
- 7.6. Suitable facilities will be provided e.g. office space, filing cabinets, stationery, free photocopying, telephone, access to electronic equipment including e-mail, notice boards etc.
- 7.7. Procedures for ULRs and employees seeking time off under these provisions are contained in Appendix 2

8. Procedure for dealing with unresolved issues

- 8.1. Where a dispute arises out of the application of this agreement, or the interpretation of this agreement, all attempts will be made to resolve it through the Joint Working group. Where this fails matters will be dealt with through:
- 8.2. the agreed grievance procedure of the institution in the case of individual disputes
- 8.3. the dispute resolution procedure in the recognition agreement

9. Notice of Withdrawal from This Agreement

- 9.1. Any of the partners can withdraw from this agreement by giving 3 months notice in writing.

10. Review

10.1. This agreement shall be reviewed at least annually or more often as agreed by the partners.

1. Partners

Signature

Date

Association of Teachers and Lecturers (ATL)

University and College Union (UCU)

UNISON

For Wiltshire College

Di Dale - Principal

John Nutt- HR

Appendix 1

The duties of the Union Learning Rep (ULR) may include the following:

- Raise awareness and promote the benefits of learning with the employer and employees.
- Discuss with colleagues potential training and development options and in liaison with the Staff Development Manager sourcing personal and professional development opportunities.
- Identify, and respond to, the collective personal, training and professional development needs of the workforce or parts of the workforce and work in partnership with the Staff Development Manager to ensure that colleagues have the personal and professional development opportunities they require
- 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.
- Participating in consultation on employer proposals that effect staff learning, training or professional development.
- Promote/develop/secure courses relevant to staff during staff development days/week in liaison with the college Staff Development Manager where appropriate.
- Be consulted on the provision of learning, staff development and training.
- Where appropriate broker the provision of learning with training providers, often the college itself.
- Assist staff in accessing funding for learning where appropriate.
- Involvement in negotiating learning agreements with the employer, such as study leaves.
- Secure equal opportunities in the learning agenda including promoting learning opportunities to all staff and assist in enabling all staff to take these opportunities if they choose.
- Supporting innovative workplace developments such as Union Learning Fund projects.
- Consult and report back to members and relevant union committees on union learning activity and issues.
- Identify, develop and support other ULRs from other recognised workplace unions.
- Establish and maintain support and consultation networks. (Committees among members to assist in the above duties.)

Appendix 2: Paid Time off for ULRs

The following paragraphs are only a guide and not prescriptive, each ULR will be able to negotiate a reasonable paid time off arrangement with their Line Manager or Corporate dependant upon the extent of their role

The College will allocate 0.5 hours per week non-contact time per Rep or its equivalent for the work of

ULR's.

Reasonable additional paid time off will be granted for one off events, representation of members, training and meeting with management where such time off can not be accommodated with in the usual scheduled hours, and is to be accessed in accordance with the procedure.

Appendix 3:

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 ULRs.