



Transport for London  
London Underground

# **Learning Agreement**

**1 August 2010**

1. THE LEARNING AGREEMENT PARTIES

1.1 The parties to this agreement are London Underground (LU) and the Trade Unions comprising the Associated Society of Locomotive Engineers (ASLEF), the National Union of Rail, Maritime and Transport Workers (RMT), the Transport Salaried Staffs' Association (TSSA) and UNITE the Union (UNITE) (including BTOG).

2. PURPOSE

2.1 The purpose of this Policy is to develop LU employees through establishing a framework in which personal development and learning is promoted and supported by LU and its recognised Trade Unions as defined above.

3. UNION LEARNING REPRESENTATIVES (ULRS)

3.1 The Department of Education and Skills introduced a new role within trade unions named Union Learning Representatives, (ULRs). The intention of this new role is to promote learning, and to encourage employees to consider the benefits of learning through explanation and helping them to understand what options are open to them.

3.2 The parties agree that the appointment of and time off for ULRs will be in accordance with this agreement.

4. OBJECTIVES

4.1 The primary objective of this agreement is to develop employees through a framework in which personal development and learning is promoted and supported by the parties to this agreement.

5. EFFECTIVE DATE OF THE LEARNING AGREEMENT

5.1 The Learning Agreement will be effective from 1 August 2010. The parties may amend it at any time subject to agreement. A party may withdraw from the Learning Agreement by giving 6 months' notice, in writing, to the other parties.

6. SCOPE

6.1 The Learning Agreement applies to all employees of LU, whether they are employed on a part-time or full time basis or a fixed term contract. The parties to this agreement are fully committed to equal opportunities and equal access for all employees.

6.2 Regardless of which trade union made the appointment, ULRs will have a duty and responsibility to actively support any employee undertaking learning, irrespective of grade and trade union membership.

6.3 Although participation by employees will be on a voluntary basis, the Unions agree to actively encourage their members to fully participate in all learning initiatives and opportunities.

6.4 The Learning Agreement and strategy may include active partnership working with appropriate organisations such as the TUC's Unionlearn, GoSkills, and NIACE.

7. LEARNING FORUM

7.1 **Membership**

The Learning Forum shall comprise:

- , An Employer's side of not more than 5 representatives plus one administrative support. Normally chaired by a nominated General Manager or equivalent.
- A Trade Union side made up of nominated Union Learning Representatives from each trade union in the form of Coordinating ULRs (CULRs) and a nominated learning representative from each of the recognised trade unions.
- Each CULR will inform the Management Secretary of the Learning Forum, the names of their representatives at least 5 working days before each meeting.
- In the event of the absence of a C/URL, the office may be covered by co-option by agreement between the Management Chair and the trade union concerned. The person co-opted shall not hold office for longer than the remaining period for which the office holder was appointed, and shall comply with 8.4 of this agreement.

## 7.2 Meetings

7.2.1 The Learning Forum will meet a minimum of 3 times per annum as agreed between the parties. Additional ad hoc meetings may be arranged by agreement of the parties.

7.2.2 A Chair will be appointed by LU from within the Management representatives attending the Learning Forum.

## 7.3 Scope of the Learning Forum

7.3.1 At the Learning Forum meetings, updates will be provided on workplace learning initiatives being developed or undertaken by LU and on wider initiatives being developed by TfL, particularly through TfL's Learning Zone.

7.3.2 The primary responsibilities of the Learning Forum will be to:

- Facilitate the identification of the learning needs of employees through the ULRs (but not work related learning) maintaining confidentiality where appropriate.
- Develop a learning strategy and produce a learning plan.
- Prioritise learning needs.
- Create appropriate learning opportunities.
- Identify funds for education and training
- Actively promote and publicise Union Learning activities and events and work to create a positive culture of learning in the workplace.
- Establish and maintain learning contracts with centres of education and other learning providers.
- Report on Union Learning developments and initiatives.
- Develop and monitor the implementation of the Employer Skills Pledge.

## 8. UNION LEARNING REPRESENTATIVES (ULR)

8.1 The functions for which time off as a ULR is permitted are:

- Analysing learning or training needs (*not workplace training*).
- Providing information and advice about learning or training matters.
- Arranging learning or training.
- Promoting the value of learning or training.
- Consulting with LU about carrying on any such activities.
- Preparation to carry out any of the above activities.
- Undergoing relevant training in connection with the ULR role.

In practice the roles and responsibilities of a ULR may vary by union and by workplace, but will include one or more of the above functions.

8.2 There will be 72 ULRs across the network, inclusive of 1 CULR per trades union, who will take the lead for coordinating the activities of their respective ULRs. Care has been taken to ensure that staff across LU have equal access to Union Learning Representatives. Representation for

Trains and Stations staff has been developed on a line basis, and on a functional basis for Service Control, MATS and CMO staff.

- 8.3 Trade Unions that are party to this agreement will allocate Union Learning Representatives among their unions. ULRs will be elected according to each union's own procedures. If one union cannot fulfil their allocation, they have the ability to agree to pass the vacancies within the constituencies concerned to one of the other unions, providing the details of the agreement are forwarded to the Learning Forum for ratification.

The trade unions, individually and collectively, will be responsible for:

- Ensuring a fair representation of ULRs taking account of geographical distribution, shift patterns, gender and ethnicity.
- Recruiting ULRs and maintaining appropriate records and advising LU in writing with the full details of appointments and resignations from ULR positions.
- Ensuring that appointed ULRs have undertaken sufficient training to carry out their role within 6 months of their appointment, and advising LU of this in writing. If a ULR is unable to complete their training within 6 months of being appointed due to unforeseen circumstances, then the LU LF may agree to consider the reasons and extend the qualifying period.

- 8.4 Appointed ULRs will:

- Be employed by LU for at least 6 months and be a member of a recognised Trade Union.
- Be required to hold the position for a minimum of 3 years or in accordance with the appropriate union rulebook.
- Appointed ULRs will work in the constituencies for which they are appointed.
- Cease to be a ULR with immediate effect if they leave LU or are no longer a member of the trade union that made their appointment.

## 9. TRAINING OF UNION LEARNING REPRESENTATIVES

- 9.1 The trade unions are responsible for arranging the training of ULRs in the basic skills required for their roles as learning representatives. The recognised training for a ULR, for which time-off with pay will be granted, will consist of the following:

**Ideally within 6 months of appointment:**

- ULR Introductory course (Stage 1)

**Ideally within 12 months of appointment:**

- ULR Introductory course (Stage 2) (Subject to review of syllabus)

**Additional training:**

- ULRs are eligible to apply for additional training as agreed by the Learning Forum which will be granted subject to operational requirements.

- 9.2 The CULRs will give LU at least 14 days' notice in writing, wherever possible, when requesting release for a nominated ULR to attend a training programme. Upon request, a copy of the syllabus or prospectus of the contents of the training programme must be provided.

- 9.3 Reasonable time off with/without pay as appropriate will be given to a ULR to attend agreed training courses. In all cases, requests for time off will be subject to business and service delivery requirements. Where refused, the time will be given within the next 6 months where operationally possible.

- 9.4 CULRs should liaise with the LU Learning and Development Manager to ensure that their respective training activities complement one another and that the scope for duplication is minimised.

- 9.5 Payment arrangements are set out in paragraph 11 below.

## 10. TIME OFF FOR UNION LEARNING REPRESENTATIVES

- 10.1 LU will give ULRs time off with pay in consultation with their Employing Manager to carry out the key functions of their role. To qualify for such paid time off, the relevant trade union will give formal written notification to LU that the individual concerned has been appointed as a ULR of that trade union.
- 10.2 Time off for ULRs will to be coordinated by the CULRs in order to prevent any disruption to service delivery and to maximise the effectiveness of the ULRs. The CULRs must seek a mutually convenient time that minimises the effect on the business or service.
- 10.3 ULRs should give at least 14 days notice of a request for time off wherever possible, and on all occasions, the request should be made in writing/email, via their CULRs who will make the necessary arrangements for release.
- 10.4 ULRs will be entitled to 9 days release with pay per annum for Union Learning duties. An additional 3 days per annum will be granted for ULR meetings, subject to operational needs.
- 10.5 CULRs will be entitled to a further 6 days release with pay per annum, reflecting their coordinating role in relation to Union Learning activities. This will be subject to review on an annual basis.
- 10.6 Only in exceptional circumstances should time off be requested on a night turn or a weekend turn i.e. turns that book-on on a Saturday or Sunday.

## 11. PAYMENT TO UNION LEARNING REPRESENTATIVES

- 11.1 ULRs will be given time off with pay to attend training courses, meetings or other activities associated with their role.
- 11.2 If it is absolutely essential that a ULR is required to attend a course, meeting etc. when rostered on a night turn of duty then 2 nights off duty will be arranged.
- 11.3 If a ULR is required to attend a course or meeting by LU on his or her rest day / during annual leave, then the rest day / annual leave day will be rearranged by mutual agreement for that week or some other mutual agreement will be reached.
- 11.4 There is no statutory requirement to pay for time off where training is undertaken at a time when the ULR would not otherwise have been at work. However, LU are prepared to vary the above in respect of the initial 10 days training (subject to review of syllabus) given on appointment.
- 11.5 Any expenses incurred in undertaking the role of a ULR will be the responsibility of the trade unions unless otherwise agreed at the LF.

## 12. FACILITIES FOR UNION LEARNING REPRESENTATIVES

- 12.1 LU will provide access to suitable facilities for ULRs to enable them to carry out their duties effectively such as:
- Telephones and fax machines
  - Office equipment
  - IT facilities including email, internet and intranet
  - Notice boards
  - Secure storage space
  - Suitable meeting facilities to consult with employees.
  - Mobile phones (for CULRs only)

Wherever possible, opportunities will be examined for the sharing of existing IR and H&S representatives facilities.

**13. EMPLOYEES REQUESTING TO SEE A UNION LEARNING REPRESENTATIVE**

13.1 Employees who need to consult with a ULR should arrange to do so, wherever practical and possible, in their own time.

If time off from work is required, this will be without pay. The employee should give LU at least 14 days notice of a request for time off. The request should be made, in writing directly to their Centurion Manager with a copy to their CULR, advising of the purpose for time off, the intended location, the timing and duration of time off required. Time-off will be granted in accordance with the operational requirements of the business.

**14. AVOIDANCE OF DISPUTES**

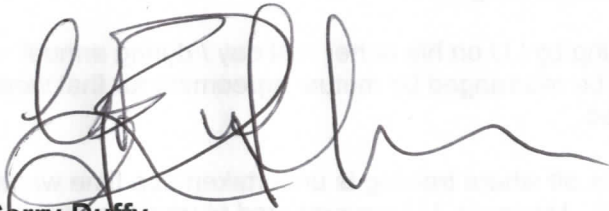
14.1 In exceptional circumstances disputes arising from the application of the Learning Agreement that cannot be resolved locally may be referred to the LF for resolution. However, this does not preclude further discussions between a Director of LU and a full-time trade union official to consider other reasonable steps which may assist resolution.

**15. LEGISLATION**

15.1 This Learning Agreement conforms to the requirements of Section 43 of the Employment Act 2002 and the 2004 ACAS Code of Practice on Time Off for Trade Union Duties and Activities (including Guidance on Time Off for Union Learning Representatives).

**16. SIGNATORIES TO THE LEARNING AGREEMENT**

16.1 The signatories to the London Underground Learning Agreement are:

 <b>Gerry Duffy</b> <b>London Underground Limited</b>	<b>Keith Norman</b> <b>Associated Society of Locomotive Engineers and Firemen (ASLEF)</b>
<b>Bob Crow</b> <b>The National Union of Rail, Maritime and Transport Workers (RMT)</b>	<b>Gerry Doherty</b> <b>Transport Salaried Staff Association (TSSA)</b>
<b>John Morgan-Evans UNITE the Union (including BTOG)</b>	

**Annex "A"**

The agreed number of ULRs employed by LU will not exceed 72 (including CULRs). This will be monitored and may be varied by agreement if the circumstances warrant.

The quota of ULRs for each trade union party to this agreement may nominate is set out in the table below. In order to ensure ULR access for all employees ULRs may be deployed flexibly across the boundaries detailed below.

<b>Union Learning Representatives</b>							
Service Delivery Directorate	Line	No's of ULR's					Total
		ASLEF	RMT		TSSA	Unite	
			N/E	S/W			
BCV	Bakerloo	1	1	1	1	0	4
	Central**	1	1	2	1	0	5
	Victoria	1	1	1	1	0	4
JNP	Jubilee	1	1	1	1	0	4
	Northern	1	1	1	1	0	4
	Piccadilly	1	1	1	1	0	4
SSR	Metropolitan	1	1	1	1	0	4
	H&C & Circle	1	1	1	1	0	4
	District	1	1	1	1	0	4
SRT		0	1		1	0	2
Service Control		1	1	1	0	0	3
Track & Signals		0	7		1	1	9
Fleet		0	4		0	2	6
Stations & Structural Maintenance		0	2		0	1	3
Head Offices**		1	3		3	1	8
Union Learning Co-ordinators		1	1		1	1	4
<b>Totals</b>		<b>12</b>	<b>39</b>		<b>15</b>	<b>6</b>	<b>72</b>

Revenue Control will be represented by the relevant Service Delivery Directorate

\*Central S/W inclusive of 1 ULR for Waterloo & City

\*\*Head Offices includes SDU, TAC, NOC, Power Control, ICC, Capital Programmes