



## **PROCEDURE AGREEMENT NO.6**

## **UNION LEARNING REPRESENTATIVES**

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# THE LEARNING AGREEMENT

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## **1 THE LEARNING AGREEMENT PARTNERS**

- 1.1 The partners to this agreement are First/Keolis TransPennine Limited and the Trade Unions comprising of the Associated Society of Locomotive Engineers and Firemen, the National Union of Rail, Maritime and Transport Workers and the Transport Salaried Staffs' Association.

## **2 KEY OBJECTIVES OF THE PARTNERS**

- 2.1 The key objectives of the partners are to:
- Develop a learning partnership and establish a framework to improve the knowledge and skills of employees.
  - Work together to develop, promote and support learning and personal development.
  - Encourage all employees to participate in learning activities.
  - Ensure equal opportunity and access for all employees to learning activities.

## **3 KEY OBJECTIVES OF THE LEARNING AGREEMENT**

- 3.1 The key objectives of the Learning Agreement are to:
- Provide a framework to develop, promote and support learning and personal development.
  - Provide a procedure for the appointment, by the trade unions party to this agreement, of Union Learner Representatives.
  - Provide a procedure for the training of Union Learner Representatives.
  - Provide a procedure for time off for Union Learner Representatives to carry out their role and responsibilities.

## **4 APPLICATION OF THE LEARNING AGREEMENT**

- 4.1 The partners agree that the appointment of and time off for Union Learner Representatives will be in accordance with this agreement.

## **5 EFFECTIVE DATE OF THE LEARNING AGREEMENT**

- 5.1 The Learning Agreement will be effective from January 2006. The partners may amend it at any time subject to agreement. A partner may withdraw from the Learning Agreement by giving twelve months notice, in writing, to the other partners.

## **6 SCOPE OF THE LEARNING AGREEMENT**

- 6.1 The Learning Agreement applies to all employees of First/Keolis TransPennine Limited.

## **7 THE FIRST/KEOLIS TRANSPENNINE LIMITED LEARNING FORUM**

- 7.1 The First/Keolis TransPennine Limited Learning Forum will comprise of no more than six members. Each trade union may nominate one appointed Union Learner Representative as a member. Other individuals may be invited or co-opted. The First/Keolis TransPennine Regional Development Worker will act as an adviser to the forum. The company may nominate no more than three members including at least one senior manager.
- 7.2 The Forum will meet on a quarterly basis or as required.

## **8 SCOPE OF THE FIRST/KEOLIS TRANSPENNINE LEARNING FORUM**

- 8.1 The First/Keolis Learning Forum will be responsible for determining, developing, implementing and monitoring learning initiatives for employees and Union Learner Representatives.
- 8.2 The key responsibilities of the Forum will be to:
- Through the Union Learner Representatives facilitate the identification of the learning needs of employees (*but not workplace training*).
  - Develop a learning strategy and produce a learning plan.
  - Prioritise learning needs.
  - Create appropriate learning opportunities.
  - Establish and maintain learning contracts with centres of education and other learning providers.
  - Report back, in writing, to the Company, Trade Unions, Union Learner Representatives and Employees.

## **9 UNION LEARNER REPRESENTATIVES**

- 9.1 The number of Union Learner Representatives employed by First/Keolis will be a maximum of 8 based on an East/West split centred on York and Manchester. This will be monitored and may be varied with agreement by the Forum.
- 9.2 The trade unions may appoint a maximum of 8 Union Learner Representatives as follows:

- ASLEF      2 Union Learner Representatives
- RMT        4 Union Learner Representatives
- TSSA      2 Union Learner Representatives

9.3 The trade unions, individually and collectively, will be responsible for ensuring that there is a fair representation of Union Learner Representatives based company-wide taking into account geographical distribution, gender and ethnicity.

9.4 The trade unions will be responsible for recruiting Union Learner Representatives, maintaining appropriate records and advising the company, in writing, full details of appointments and resignations.

9.5 The trade unions will be responsible for ensuring that, except in exceptional circumstances, appointed Union Learner Representatives have undergone sufficient training to carry out their role within six months of their appointment being advised by the trade union, in writing, to the company.

9.6 Appointed Union Learner Representatives will, except in exceptional circumstances, be required to hold the position for a minimum period of twelve months.

9.7 If a Union Learner Representative ceases to be a member of the trade union that made the appointment then their position will end with immediate effect.

## **10 FUNCTIONS OF UNION LEARNER REPRESENTATIVES**

10.1 The key functions of a Union Learner Representative within their locality will include:

- Analysing learning needs.
- Providing information and advice about learning and personal development.
- Arranging and supporting learning.
- Promoting the value of learning and personal development in accordance with the strategic objectives of the Forum.
- Consulting the company in relation to such activities.
- Preparation in relation to any of the above.
- Reporting back to the forum

## **11 SCOPE OF UNION LEARNER REPRESENTATIVES**

- 11.1 Union Learner Representatives, regardless of the trade union which made the appointment, will have a duty and responsibility to actively support any employee undertaking learning irrespective of grade and trade union membership.

## **12 TRAINING OF UNION LEARNER REPRESENTATIVES**

- 12.1 Union Learner Representatives require to be trained in basic skills and their role as learning representatives. The trade unions will be responsible for arranging training.
- 12.2 The recognised training for a Union Learner Representative will be:
- Five-day core Union Learner Representative training programme.
  - Two-day progression / follow up programme.
  - Two-day Core Skills Awareness programme.
  - Additional training as agreed by the Learning Forum.
- 12.3 The trade unions should give the company at least 21 days notice, in writing, of a nomination for a Union Learner Representative to attend a training programme / course. Upon request a copy of the syllabus or prospectus indicating the contents of the training course should be provided.
- 12.4 Reasonable time off with pay will be given to undergo relevant training.
- 12.5 In all cases requests for time off will be subject to the exigencies of the service.

## **13 TIME OFF FOR UNION LEARNER REPRESENTATIVES**

- 13.1 The company will give Union Learner Representatives (ULRs) time off with pay to carry out the key functions of their role. ULRs should give at least 14 days notice of a request for time off. The request should be made, in writing, to the appropriate local manager. The amount and frequency of time off requested should be reasonable in all the circumstances and should not, except in exceptional circumstances, exceed a total of 11 days, excluding Forum meetings per calendar year. Time off will not be granted where a night turn or a weekend turn of duty is involved.
- 13.2 In all cases requests for time off will be subject to the exigencies of the service.

## **14 PAYMENT TO UNION LEARNER REPRESENTATIVES**

- 14.1 When a Union Learner Representative is given time off with pay to attend training courses, meetings or other activities associated with their role the following payment arrangements will apply:
- Paid in accordance with Procedure Agreement No. 5.
  - Expenses necessarily and reasonably incurred in the course of the role of Union Learner Representative will be reimbursed through the payroll upon the presentation of appropriate receipts.
- 14.2 If a Union Learner Representative is required to attend a course, meeting etc. when rostered Rest Day, they can opt to either be paid for the day in question or have a day's leave in lieu, to be taken at a later date.

## **15 TIME OFF FOR EMPLOYEES TO CONSULT WITH UNION LEARNER REPRESENTATIVES**

- 15.1 Employees who need to consult with a Union Learner Representative should arrange to do so, wherever practical and possible, in their own time.
- 15.2 If, however, time off from duty is required, then this will be without pay. The employee should give the company at least 14 days notice of a request for time off. The request should be made, in writing, to the appropriate local manager, who should be advised of the purpose for time off, the intended location, the timing and duration of time off required.
- 15.3 In all cases requests for time off will be subject to the exigencies of the service.

## **16 OFFICE FACILITIES FOR UNION LEARNER REPRESENTATIVES**

- 16.1 The company will provide suitable office facilities (such as accommodation including rooms for confidential meetings where practical, access to telephone and other office equipment including Emails, internet, intranet, which will be subject to the First/Keolis TransPennine Email and Internet Policy, the use of notice boards including the intranet) which are necessary for Union Learner Representatives to perform their duties effectively.

## **17 TRAVEL FACILITIES**

- 17.1 Travel Facilities, valid on TransPennine Railway services only, will be provided on request to Union Learner Representatives to carry out their role, and to employees in relation to a learning activity being undertaken.

## **18 EQUAL OPPORTUNITIES**

- 18.1 The partners of the Learning Agreement are fully committed to equal opportunities and equal access for all employees.

## **19 DISPUTES**

- 19.1 Disputes arising from the Learning Agreement that cannot be resolved locally may be referred to the Learning Forum. The matter must be resolved at that level. However, this does not preclude further discussions between a Director / Senior Manager of the company and a full-time trade union official to consider other reasonable steps which may assist resolution.

## **20 LEGISLATION**

- 20.1 This Learning Agreement conforms to the requirements of Section 43 of the Employment Act 2002 and the 2003 ACAS Code of Practice on Time Off for Trade Union Duties and Activities (including Guidance on Time Off for Union Learning Representatives).

## **21 REVIEW PROCESS**

A review of the procedure will be carried out, if either party so requests, by giving three months notice.

## **22 SIGNATORIES TO THE LEARNING AGREEMENT**

- 22.1 The signatories to the Learning Agreement are:

First/Keolis TransPennine Express Limited

The Associated Society of Locomotive Engineers and Firemen

The National Union of Rail , Maritime and Transport Workers

The Transport Salaried Staffs' Association