



Lifelong Learning Partnership

June 2008

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LEARNING AGREEMENT

1. Introduction

- 1.1 This Learning Agreement sets out the agreed arrangements for the Union Learning Representative (ULR) Partnership in West Yorkshire Fire and Rescue Authority. This agreement takes into account The Employment Act 2002 (Section 43) which provides rights to ULRs, together with guidance set out in the ACAS Code of Practice 2003 - Union Learning Representatives: An Employer's Guide.

2. Partners

- 2.1 Partners to this agreement are:

- i) Representatives from TUC affiliated trade unions in West Yorkshire Fire and Rescue Authority; and
- ii) West Yorkshire Fire and Rescue Authority.

- 2.2 Other partners to the agreement may be included subject to the requirements of the Authority's Partnership Strategy being met.

3. Aims

- 3.1 The aims of the partnership are:

- i) To encourage the staff within West Yorkshire Fire and Rescue Authority to participate in Life Long Learning.
- ii) To provide access to Life Long Learning opportunities.
- iii) To establish, where appropriate, learning centres within the workplace.
- iv) To build upon the Government's current learning initiatives.

4. Who and what the agreement covers

- 4.1 This agreement covers all full and part time employees in all sections of West Yorkshire Fire and Rescue Authority.

- 4.2 West Yorkshire Fire and Rescue Authority 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.

- 4.3 The partners agree that any individual grievances arising from any educational or learning initiative shall be subject to the existing grievance procedures.

- 4.4 The partners will establish a Learning Partnership Forum (LPF) which will be responsible for introducing, implementing and monitoring learning initiatives through the partnership.
- 4.5 The main responsibilities of the forum will include:
- i) Identifying and prioritising the learning needs of staff seeking to access services of the partnership.
 - ii) Identification of those groups and individuals who are to benefit from learning initiatives offered through the partnership.
 - iii) Producing a realistic Learning Plan, setting goals and targets for learning provision within the partnership which include establishing learning centres, where appropriate.
 - iv) Providing performance information on the operation of the partnership to the Authority at regular intervals.
 - v) Establishing quality standards for learning activities supplied through the partnership to satisfy.
 - vi) Determination and monitoring of resources available to the partnership.
 - vii) Maintenance of any contracts with outside education and training providers.
 - viii) Ensuring that the Learning Plan is effectively implemented so that the LPF meet goals and targets for learning provision.
- 4.6 The partners agree that any learning needs analysis will be undertaken with the full co-operation 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.
- 4.7 The partners agree that any information relating to student performance from any programmes provided through the partnership will be professionally managed by ULRs and will remain confidential to students and ULR tutors.
- 4.8 The partners agree that any learning and development provision offered through management routes which relates to issues of pay, promotion, performance appraisal, redundancy, or disciplinary procedures is outside of the scope of the partnership.

- 4.9 The LPF will comprise of equal numbers of representatives from all partners to this work. The Area Manager Training and Development or a delegated substitute together with representatives from Workforce Development will represent management at forum meetings.
- 4.10 The partners agree to ensure that all sectors of the workplace are represented equally on the joint LPF, and that members of the LPF are provided with all relevant information concerning the learning provision and their duties/responsibilities as members of the forum.
- 4.11 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 and the work of the LPF.
- 4.12 The LPF will meet once a month (or as agreed) to carry out the tasks as identified by this partnership agreement. A Chairperson and Secretary will be appointed at the first meeting of the joint LPF, and once a year thereafter to facilitate future meetings. Any learning initiatives involving the use of WYFRS resources and facilities will require the full agreement of all members of the Learning Partnership Forum (LPF).

5. Equal opportunities, equal access

- 5.1 The partners recognise the importance of equal opportunities and equal access to enhance skill levels in order to meet both the objectives of West Yorkshire Fire and Rescue Authority as well as the individual learning and development needs of employees.
- 5.2 The partners will ensure that learning and development opportunities will be made available to all employees. The LPF will:
- i) Make every effort to ensure that when any learning takes place the specific needs of specific individual employees are taken into account.
 - ii) Ensure that Union Learning Representatives are given the opportunity to take suitable training enabling them to offer support, advice and guidance to their members and other staff, and to work with West Yorkshire Fire and Rescue Authority to develop a learning culture in the workplace.
 - iii) Assist the individual employees/learning reps to make informed choices in regards to learning programmes giving those concerned the ability to secure the maximum benefits possible from the opportunities available.
- 5.3 Although participation by employees will be on a voluntary basis, representative body partners agree to actively encourage their members and other staff to fully participate in all learning initiatives and opportunities.

6. Union learning representative facilities

- 6.1 Union Learning Representatives (ULR) will be recommended by representative body partners and will require endorsement by the LPF who will need to take into account logistical and resource issues associated with resources available to the partnership and the needs of the service.
- 6.2 Union learning representatives will be entitled to reasonable paid time off for training, for carrying out their duties; and protection against detriment. The amount of time available for individuals will need to take into account the requirements of the service which must be the priority. Approval for facilities will be coordinated through the LPF.

7. Staff facilities

- 7.1 Participation by employees in any learning activity agreed by the forum will be on a voluntary basis.
- 7.2 During working hours staff attendance at any learning centre or establishment will be agreed on an individual basis and be, at all times, subject to standard staffing levels and the priorities of the service.

8. Learning centre facilities

- 8.1 The partners agree that priority use of facilities available at any ULF established Learning Centre will be given to activities associated with the partnership. However, at times when no activities are taking place the facilities will be made available for any other authorised uses.

9. Costs of programmes

- 9.1 Where specific learning needs for staff are identified through the LPF as being of direct relevance to the Authority, every effort will be made to provide resources to enable provision through the partnership. This commitment will always be subject to the prevailing financial circumstances of the Authority, and is made in the expectation that representative body partners will make every effort to exploit opportunities for external funding when available.
- 9.2 For programmes which may meet the wider aspirations of the Lifelong Learning initiative, but which are not directly relevant to work of the Authority, the expectation is that these will be funded by ULR partners to the agreement, either through sponsorship, external funding or from staff contributions to cost.

10. Exit strategy

10.1 The expectation is that this partnership will be successful with a long-term commitment from all partners. However, should the relationship cease to provide equal benefit to all, then any party will be able to exit the partnership. This will only occur after liaison and possible remedial action taken by partners.

..... Signed on behalf of WYFRS

..... Signed on behalf of The Fire Brigades Union

..... Signed on behalf of Unison