

National Negotiating Council for the Probation Service

**To: The Chair of the Probation Board/Trust
The Chief Officer of the Probation Board
The Chief Executive of the Probation Trust
(Copy enclosed for the Head of Human Resources)
The Secretary of the Probation Board/Trust
Members of the NNC**

19 August 2009

(REVISED) NNC CIRCULAR NO.9/2009

Dear Madam/Sir

Union Learning Representatives

The NNC is pleased to confirm that the attached documents have been agreed.

Please find attached the following documents:- **(circulated on 14th August)**

- (a) Joint Statement on Workplace Learning and Development
- (b) Model Local Learning Agreement
- (c) Model Workplace Learning and Development Committee

We hope that the joint statement and model agreement will be welcomed as a positive step in the promotion of lifelong learning.

You are asked to advise all concerned as appropriate and that arrangements should be made for the documentation to be signed off at JNC level at the earliest opportunity.

Yours faithfully

**Christine Lawrie
Jonathan Ledger
Joint Secretaries**

Attachment A

JOINT STATEMENT ON WORKPLACE LEARNING AND DEVELOPMENT

1. The National Probation Service Joint Working Agreement (2003) sets out as a key principle the Employers' and Trade Unions' commitment to having a well-motivated, well-led, highly trained and professional workforce.
2. To reinforce that commitment, this joint statement has been drawn up by the National Negotiating Council for the Probation Service in recognition of the importance placed on lifelong learning and its links to employability and enhanced job satisfaction and performance.
3. Research shows that one of the keys to a productive, successful organisation is having a skilled and competent workforce. Employees must therefore be equipped with the appropriate skills, knowledge and abilities required for them to perform their roles.
4. The NNC endorses the principle that training, development and lifelong learning should be available to all employees at all levels throughout their career to enable them to perform their duties at a high level, to promote their personal skills and continuing professional development, to enhance their job satisfaction and increase employability.
5. The NNC acknowledges the work that NOMS, Probation Boards and Trusts and Consortia are undertaking to produce skills strategies to ensure that employees are equipped with the skills and experience needed to deliver modern probation services.
6. The parties to the NNC will work jointly to assist Boards and Trusts in embracing a learning culture and developing their own learning and development strategies.
7. It is also recognised that many Boards and Trusts already have in place well established training and development programmes for employees. It is expected that Union Learning Representatives will liaise closely with training managers to ensure that their respective roles complement one another, have clearly understood boundaries and that the scope for duplication is minimised.

Union Learning Representatives

8. The primary role of Union Learning Representatives is to advise union members about their training, education and developmental needs.
9. Section 43 of the Employment Act 2002 entitles accredited Union Learning Representatives to reasonable paid time away from normal duties during working hours to undertake their role and the relevant training for that role. Activities covered by reasonable paid time off might include:
 - analysing their members' learning or training needs;
 - providing their members' with information and advice about learning or training matters;
 - promoting the value of learning or training to their members;
 - consultation with the employer about carrying out any of these activities;

- preparation for carrying out any of these activities;
 - undergoing relevant training.
10. The recognised trade unions will appoint accredited Union Learning Representatives in accordance with their own rules and in line with the ACAS Code of Practice.
 11. The NNC recommends that, in accordance with the ACAS Code of Practice, Boards and Trusts give consideration to agreeing reasonable paid time away from their normal duties for individual employees who are members of the relevant trade union to enable them to make use of the services of the Union Learning Representative. There is no statutory right to paid time away from their normal duties for employees for this purpose. However, Boards and Trusts may wish to demonstrate their commitment to developing their staff, and, whenever possible, give reasonable paid time away from their normal duties to undertake learning .

Model Local Workplace Learning and Development Agreement

12. The model Agreement sets out how employers and trade unions will work together to ensure that employees have the skills they need for their current role and for the future. Elements of the model may be tailored to suit local circumstances and existing initiatives.

Workplace Learning and Development Committee

13. In order to progress the aims and objectives of the model Agreement, Boards and Trusts are asked to consider establishing a dedicated local Workplace Learning and Development Committee. Where this is not considered appropriate or necessary, the NNC commends the inclusion of a standing item covering Workplace Learning and Development on the agenda of the local consultative or other appropriate committee.
14. Issues arising from any learning and development initiatives should be raised initially through the locally agreed forum.

Time away from normal duties for Union Learning Representatives

15. Employers and unions have a joint responsibility to ensure that agreed arrangements work to mutual advantage.
16. The National Negotiating Council recognises that workload relief is essential to facilitate the taking of paid time away from normal duties by Union Learning Representatives and supports the principle of providing a reasonable amount of paid time away from normal duties for Union Learning Representatives.
17. Time away from normal duties will not be unreasonably withheld. Release will be subject to the operational needs of the Probation Service and the principle that the provision should be reasonable within the resources available

Facilities for Union Learning Representatives

18. It is expected that facilities will be given in accordance with any local overarching Trade Union Facilities Agreement.

ATTACHMENT B

MODEL LOCAL LEARNING AGREEMENT

Introduction

1. This Agreement defines the aims and objectives to support the growth of workplace learning and development opportunities and skills for life.

Parties to the Agreement

2. The parties to this Agreement are:

..... Probation Board/Trust

..... Branch of Napo

..... Branch of UNISON

Aims

3. The aims of this Agreement are to:

- fulfil and build upon the commitment in the national Joint Statement on Workplace Learning and Development;
- address the recommendation regarding the 'Employer's Pledge' contained in the Leitch Report and
- build on Lifelong Learning initiatives to create and maintain a culture where learning is seen as an integral part of the lifestyle of employees.

Objectives

4. The objectives of this Agreement are to:

- recognise and support the role of Union Learning Representatives (ULRs) and ensure that they are given the opportunity to take suitable training enabling them to offer support, advice and guidance to their members and to work with the Board/Trust to support a learning culture within the workplace;
- encourage employees to take advantage of opportunities for workplace learning and development;
- ensure that workplace learning and development opportunities are available to all employees in accordance with the [] Board/Trust's commitment to equality of opportunity and diversity;
- jointly promote and develop existing learning initiatives;
- identify skills needs, including literacy, language and numeracy needs, and offer appropriate learning support;

- recognise and develop the skills of line managers and supervisors in supporting employees in accessing appropriate workplace learning and development opportunities to support career progression;
- provide opportunities for Skills for Life development within normal working hours.

Scope

5. This Agreement relates to all [] Board/Trust employees.
6. The Board undertakes to ensure that the Agreement is not used as an alternative to collective bargaining arrangements and agrees to maintain and use existing negotiation and consultation machinery unless specifically stated otherwise in this Agreement.

Workplace Learning and Development Committee

7. To progress the aims and objectives of the Agreement, a joint Workplace Learning and Development Sub-Committee has been established, accountable to the JNCC. It is expected that a key task of this committee will be to agree, review and monitor a Workforce Development Plan to establish the focus for training and development priorities.
8. Organisational issues arising from any learning and development initiatives will be raised initially through this Sub-Committee.

Fair and Appropriate Access

9. The [] Board/Trust will work jointly with trade union representatives to ensure that appropriate training and development is provided to all employees.
10. The [] Board/Trust will work to tackle barriers and ensure that all employees can access learning which meets their needs and the needs of the organisation. The Board will work jointly with the recognised trade unions to help identify and address barriers to fair access to learning including accessible learning materials and flexible methods of delivery.
11. The parties to this Agreement recognise the importance of equality of opportunity and of access to enhance skills levels in order to meet both operational requirements as well as the individual learning and development needs of employees.

Union Learning Representatives

13. The recognised trade unions will appoint Union Learning Representatives in accordance with their own rules and with the ACAS Code of Practice.
14. The recognised trade unions undertake to notify the Chief Officer/Chief Executive in writing of the names of accredited Union Learning Representatives and the dates of their appointments.
15. The recognised trade unions undertake to notify the Chief Officer/Chief Executive in writing of the name of any employee who ceases to be an accredited Union Learning Representative and the date her/his accreditation ceased.

Time Away from Normal Duties For Union Learning Representatives

16. Time Away from normal duties for Union Learning Representatives should be incorporated into the existing agreement on time away from normal duties for trade union activities which should be reviewed in response to the appointment of Union Learning Representatives. It is expected that [] will be dedicated to the functions of Union Learning Representatives. The allocation of time will be reviewed jointly one year after the implementation of this Agreement.
17. It is recognised by all parties to this Agreement that workload relief is essential to facilitate the taking of time away from normal duties by Union Learning Representatives.
18. Time away from normal duties will not be unreasonably withheld but it must at all times have regard to:
 - the operational needs of the [] Board/Trust;
 - the principle that the provision should be reasonable within the resources available to [] Board/Trust and should not impose undue burdens on other employees.

Facilities for Union Learning Representatives

19. Resources will be provided in accordance with the overarching Trade Union Facilities Agreement.

Learning Needs Analysis

20. It is agreed that any learning needs analysis should be undertaken with the full co-operation of all parties to this Agreement and the results used solely for learning and development purposes.
21. The analysis will not be used by any party in relation to other issues such as job evaluation, redundancy, performance review, pay, disciplinary or capability procedures.
22. Any learning needs analyses will be updated as and when a learning initiative has been completed.

The Employee as Learner

23. [] Board/Trust is committed to consultation over changes to working patterns including starting and finishing times to enable employees to take advantage, where reasonable and practicable, of learning and development opportunities
24. All skills for life learners will receive reasonable paid time off to undertake their training and learning.
25. Where employees who are members of the recognised trade unions wish to consult a Union Learning Representative about learning and development initiatives beneficial to their role, reasonable paid time off will be granted for such a consultation, subject to local authorisation in advance by the line manager - taking account of the principles of 18 above.

Review

26. This Agreement will be reviewed annually and amended as necessary after such a review
27. The Agreement may be terminated by either party subject to three months' written notice.

Annex A

Model 'Employer's Skills Pledge'

On behalf of [] Probation Board/Trust, I, as Chief Executive/Chief Officer [or board member], make a commitment that we shall:

- 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;
- actively encourage and support our employees to acquire basic literacy and numeracy skills, and with Government support work towards their first Level 2 qualification in an area that is relevant to our business/organisation;
- demonstrably raise our employees' skills and competencies to improve the organisation's performance through investing in economically valuable training and development.

Signed:

Date:

Note:

1. In return for this commitment, employers making the Pledge will have access to Train to Gain, including the support of the brokerage service and literacy, numeracy and first full Level 2 training for their staff (subject to certain funding limits).
2. The employer needs to specify the scale, scope and timetable for delivering its Skills Pledge.

ATTACHMENT C

MODEL WORKPLACE LEARNING AND DEVELOPMENT COMMITTEE

Terms of Reference

1. Title

The Committee will be known as the Workplace Learning and Development Committee.

2. Scope

The functions of the Committee will relate to all employees of **[insert name]** Probation Board/Trust.

3. Aim

The aim of the committee will be to promote, initiate and support learning and development activities. It will work to make learning opportunities as accessible as possible to all employees, enabling them to increase skills and maximise their potential.

4. Functions

The functions of the Workplace Learning and Development Committee will be to:

- (i) Review, monitor and make recommendations in respect of the Workplace Learning and Development Plan, setting goals and targets for the provision of workplace learning and development opportunities;
- (ii) Evaluate and review workplace learning and development initiatives;
- (iii) Jointly promote and develop existing learning initiatives;
- (iv) Encourage employees to take advantage of opportunities for workplace learning and development;
- (v) Ensure that workplace learning and development opportunities are available to all employees in accordance with the [] Board/Trust's commitment to equality of opportunity and diversity;
- (vi) support the role of Union Learning Representatives (ULRs) and ensure that they are given the opportunity to take suitable learning and development, enabling them to offer support, advice and guidance to employees and to work collaboratively with management to support a learning culture into the workplace;

5. Membership

- (a) The Workplace Learning and Development Committee will consist of
(for example)

The ACO/Director of Human Resources
The Training/PDA Manager
A senior operational line manager
A Napo representative [normally a Union Learning Representative]
A UNISON representative [normally a Union Learning Representative]

- (b) In the event of a member being unable to attend any meeting of the Committee, the body represented will be entitled to appoint a substitute.

6. Chair

The Director of Human Resources will chair the committee. It will be possible to rotate chairing of this meeting with TU representatives.

7. Co-Opted Members

The Committee may invite the attendance of any person whose particular knowledge is considered to be of assistance.

8. Frequency of Meetings

It is expected that the Committee will meet four times a year at quarterly intervals. Meetings may be convened, if so agreed, where particular work requirements make this desirable.

9. Secretariat

The Chair will arrange any appropriate secretariat function and ensure that the minutes of each meeting are produced at the earliest possible date.