



# The context, content and impact of union learning agreements

Mark Stuart

Research paper 15  
September 2011



## About the author

Mark Stuart is Professor of Human Resource Management and Employment Relations at the University of Leeds, where he is also Director of the Centre for Employment Relations Innovation and Change (CERIC).

## Acknowledgements

This report draws from a wider body of research conducted as part of the national evaluation of rounds 8–11 of the Union Learning Fund and unionlearn. The evaluation was conducted by a research team that also included Jo Cutter, Hugh Cook and Professor Jonathan Winterton, who all contributed to the collection of research data upon which this analysis of learning agreements is based.

Unionlearn is the TUC organisation that supports union-led strategies for increasing the quantity, quality and diversity of learning and skills opportunities for the workforce and develops and delivers trade union education for the training of union representatives and professional officers.

# Contents

<b>Foreword</b>	<b>3</b>
<b>Abstract</b>	<b>4</b>
<b>Executive summary</b>	<b>5</b>
<b>Introduction</b>	<b>7</b>
<b>Methodology and the extent of learning agreements</b>	
Research approach	9
The extent of learning agreements	9
<b>Characteristics of workplaces with learning agreements</b>	<b>12</b>
<b>The content of learning agreements</b>	
Principles of agreements and roles of parties	17
Learning infrastructure and governance	18
Identification of learning needs and time off for learning	21
Equality of access to learning	23
Integration with wider organisational policy and practice	23
Monitoring of agreements and industrial relations guarantees	25
ULR facilities	26
<b>The impact of learning agreements</b>	
Learning agreements and employer engagement with union-led learning	28
Learning agreements and employers' learning policies and practices	29
Learning agreements and wider organisational practices	31
<b>Conclusions</b>	<b>35</b>
<b>Recommendations</b>	<b>37</b>
<b>References</b>	<b>38</b>
<b>Appendices</b>	<b>40</b>

# Foreword

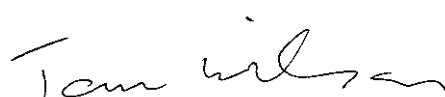
As this research report recognises, the development of workplace learning agreements can be seen as one of the success stories of union learning activity. The evaluation of unionlearn and the Union Learning Fund demonstrated the added value of such agreements. In workplaces where there was a learning agreement with an employer there was much greater impact on a range of learning outcomes than those workplaces without such an agreement. These included greater equality of access to learning opportunities, increased number of employees achieving qualifications and fewer skills gaps.

This report provides a unique and valuable insight into the content and impact of 281 agreements, which is the largest number analysed to date. The analysis finds that they are more likely to have been established in workplaces with high levels of union recognition, strong frameworks for bargaining and partnerships and commitment to learning in general and union learning in particular.

The formalising of learning between employer and union is best done through a joint learning committee. These are provided for in the majority of agreements. A major barrier to employees accessing learning agreements is lack of time to study and around two-thirds of agreements specify time off for learning. Union learning representatives are key players in supporting union members into learning and require sufficient time to do this; facilities time is provided for in nearly eight in ten agreements.

The report makes a number of important recommendations on future learning agreements including the need for sharper learning outcomes; more emphasis on the responsibilities and roles of management; recognition of the role of employees; greater specification on the composition, functions and scope of joint learning committees; and how union learning should be effectively monitored. It also recommends tighter provisions including the establishment and operation of workplace learning centres; the operation of learning needs analysis; detailed commitments to time off to train; and for ULR facility time to be mandatory in such agreements.

Unionlearn recognises the increasing importance of negotiating with employers over learning and skills at a time when public subsidy is being severely cut. That is why we have established the post of Bargaining for Skills Officer. This additional resource will help unions establish not just more agreements but more effective ones informed by the recommendations set out in this report.



**Tom Wilson**

Director, unionlearn

# Abstract

This research report examines the context, content and outcomes of union learning agreements in Britain. The number of learning agreements has increased significantly over the last ten years and they are important facilitators of union-led learning. Yet very little is known about where such agreements are located, what provisions they contain and what impact they may have at the workplace. The report explores these key concerns through a content analysis of 281 learning agreements and a survey of 415 employers. The report details the workplace context wherein learning agreements are located. It examines the content of agreements in terms of: the principles of agreements and the roles of parties; learning infrastructure and governance; learning needs and time off for learning; equality of access; monitoring and industrial relations guarantees; and ULR facilities. The report considers the impact of learning agreements on employer engagement, learning policies and practices and wider organisational outcomes, and a case study of best practice is presented. Finally, recommendations are made on how learning agreements may be developed and the types of provisions they should contain.

# Executive summary

- The development of workplace learning agreements can be seen as one of the success stories of union learning activity. They have increasingly become both a key outcome and institution of union learning, through projects supported by the Union Learning Fund which was established in 1998.
- Learning agreements are an example of ‘institution building’ around union-led learning activities: they help to frame such activities, establish the ‘ground rules’ for union learning with management and help to identify areas for joint union and management cooperation, investment and negotiation. They can also play a role in sustaining union learning activities at the workplace.
- Of the 281 usable learning agreements analysed, just under two-thirds were in the private sector and one third were in the public sector and covered workplaces employing a total workforce of 672,060. Workplaces with learning agreements were, on average, larger, had higher levels of union density and had more union learning reps (ULRs) than those without learning agreements.
- Those workplaces with learning agreements are typically associated with more favourably disposed management, a higher prevalence of partnership agreements and workplace conditions arrived at by a higher degree of negotiation. Just over eight in ten management respondents with learning agreements reported a favourable management attitude towards unions, compared to a little over six in ten respondents without a learning agreement. Of those managers reporting learning agreements nearly twice as many negotiated over training compared to those cases without learning agreements.
- Those workplaces with learning agreements were also associated with higher levels of support for union learning activity. Around half of workplaces with learning agreements provided financial contributions to support union learning, compared to less than a third of workplaces without learning agreements. Those workplaces with learning agreements were also associated with higher levels of in-kind contributions such as time off for ULRs and establishing learning centres. As many as 86 per cent of respondents with learning agreements made in-kind contributions compared to two-thirds (65 per cent) without an agreement.
- Just over six in ten (63 per cent) of all learning agreements made reference to time-off arrangements for the take up of any learning opportunities. As a proportion of those cases where time off was stipulated, an element of paid time was covered in around 85 per cent of cases. It was common for this to be articulated as a 50-50 contribution, with one hour’s learning in an employee’s own time covered by an hour paid for by the company. In-kind provision also includes facility time for ULRs to undertake their role. Around seven in ten of agreements stipulated such provision, although very few stated an agreed allocation of time.
- An analysis of the content of the learning agreements found that almost all (97 per cent) included a statement of principles, with 81 per cent a commitment to partnership; 59 per cent mentioning a learning culture; 54, 50 and 47 per cent respectively setting out the employer, ULR and union roles with just 40 per cent including learning outcomes. Learning agreements can help strike a balance between offering work and non work-related learning opportunities: 58 per cent of the agreements included some commitment to both.

- A key feature of union-led learning is the presence of a joint learning committee representing the employer, union(s) and sometimes including provider(s). Learning committees are a central mechanism by which learning agreements are enacted and initiatives embedded. Around three-quarters of learning agreements made reference to the establishment of a learning committee. Their remit included the identification of learning needs, the development of organisational and individual learning plans, the provision for time off for learning and the responsibilities for the ongoing monitoring of the agreement. In the most detailed cases they also included detailed provisions for the establishment of learning centres, the support structures that needed to be put in place for ULRs and wider matters relating to financial investment.
- The impact of learning agreements is extensive, as demonstrated through the survey of the 415 employers involved in union learning. Employers' engagement with union learning, their learning policies and organisational practices is significantly larger in workplaces with a learning agreement. For example, almost all (98 per cent) of employers with a learning agreement provide facility time for ULRs compared to about three-quarters (76 per cent) without one and almost three-quarters (74 per cent) with an agreement have a joint learning committee compared with just over a quarter (26 per cent) who didn't. Where there was perceived highest union learning impact on learning practices – an increase in equality of access to training opportunities – then the difference between employers with learning agreements and those without was 16 per cent.
- Where there was perceived highest union learning impact on organisational practices – an increase in addressing skills gaps – then the difference between employers with learning agreements and those without was as much as 26 per cent. Where employers had a learning agreement 59 per cent reported that consultation of learning and training issues had increased as a result of union learning, while negotiation was reported to have increased by 52 per cent. The reported differences with employers without learning agreements were 25 per cent and 23 per cent respectively.
- However, more can be done by unions to maximise the impact of learning agreements. There is a need for sharper learning outcomes in learning agreements; more emphasis on the responsibilities and roles of management; recognition of the role of employees; greater specification on the composition, functions and scope of joint learning committees; and how union learning should be effectively monitored. There also needs to be tighter provisions, including the establishment and operation of workplace learning centres; the operation of learning needs analysis; detailed commitments to time off to train; and for ULR facility time to be mandatory in such agreements.



# Introduction

This research report presents the most comprehensive analysis to date of union learning agreements in Britain. It presents a quantitative analysis of learning agreements that can be seen as a complement to earlier case study analysis (Wallis and Stuart, 2007). Learning agreements have been one of the notable outcomes of union learning activities. Surveys of union learning representatives (ULRs) typically suggest that learning agreements have been signed in around half of those workplaces with ULRs present and they are a key outcome of Union Learning Fund (ULF) projects (Saundry et al, 2011). They should not, however, just be understood as an outcome. Learning agreements are also an example of ‘institution building’ around union-led learning activities: they help to frame such activities, establish the ‘ground rules’ for union learning with management and help to identify areas for joint union and management cooperation, investment and negotiation (Rainbird and Stuart, 2011). They can also play a role in sustaining union learning activities at the workplace (Stuart and Cook, 2011). Despite this, very little is known about the context and extent of learning agreements, the content of such agreements or the wider impacts that they may have on employer learning policy and practice. This research report examines these issues and investigates the context, content and potential outcomes of learning agreements. In doing so it draws from a unique empirical dataset commissioned by unionlearn as part of a wider evaluation of rounds 8–11 of the ULF (Stuart et al, 2010)

The union movement has sought to establish formal union-management relations over training and learning activities since at least the late 1980s. For example, workplace training committees were promoted by the Trades Union Congress (TUC) as part of an innovative agenda of bargaining priorities for the 1990s. Yet, at the time there was little evidence of union progress in terms of the establishment of training committees or bargaining over training, learning and skills (Stuart, 1996). Typically, employers saw training activities as part of their management

prerogative, even though training was often articulated as an issue ripe for union-management cooperation. The industrial relations context was also hardly conducive to the growth of a new agenda around training, epitomised by government antipathy and the declining coverage of collective bargaining. In 1984, seven in ten employees worked in workplaces with some form of collective bargaining. This shrunk to a little over half by 1990 and to less than four in ten employees by the early 2000s (Brown et al, 2009). It has fallen further since. The range of activities covered by collective bargaining has also declined.

Set against this context, the support offered by government to union learning since the late 1990s seems noteworthy. While critics rightly note the lack of constraints on employers to consult or negotiate with ULRs over learning (Hoque and Bacon, 2008; Wallis et al, 2005), the financial resources of the ULF and statutory supports for ULFs have nonetheless provided an important ‘opportunity structure’ for unions to develop new initiatives around learning (Rainbird and Stuart, 2011). In doing so, unions have sought to envelop union learning activities within the framework of workplace learning agreements. Research suggests that such agreements play an important role in terms of the effectiveness of union learning activities. Surveys of ULRs have associated learning agreements with the effectiveness of ULR activity and the ability of ULRs to secure learning opportunities for members (Hollinrake et al, 2008; Saundry et al, 2011). However, it is often difficult to disentangle the effect that learning agreements may have on union learning activities from a range of other ‘supporting’ factors, such as union learning centres and ULF projects (see Bacon and Hoque, 2010, 2011).

The wider context of the workplace is also important. Wallis and Stuart (2007) argued that, while learning agreements have an important role to play, they may be less significant than the wider partnership relations established to develop workplace learning activities;

although learning agreements help to frame and sustain such relations. If workplace relations are significant, then the context of negotiation around learning appears particularly important. Indeed, a body of research now shows that the effectiveness of ULRs and union learning activity is significantly associated with the extent to which unions negotiate over learning and training (Bacon and Hoque, 2010, 2011; Hollinrake et al, 2008; Saundry et al, 2011). While this largely corroborates a long held assertion (Heyes and Stuart, 1998; Stuart and Robinson, 2007), it challenges those that see little benefit or opportunity for unions to bargain over learning (Hoque and Bacon, 2008; McIlroy, 2008). For McIlroy (2008), in particular, union learning activity is constrained by the lack of a 'statutory procedure' for bargaining on learning and a tendency to advance union interests around learning through partnership-based approaches.

There is certainly evidence that points to the limitations of partnership for unions, be it in terms of increasing union legitimacy with employers or the ability of unions to extract gains for members (Guest and Peccei, 2001; Stuart and Martinez, 2005). A recent analysis of partnership agreements suggests that 248 had been signed in British private and public sector organisations between 1990 and 2007 (Bacon and Samuel, 2009), the majority of which have proved to be enduring. Nonetheless, such agreements tend to have modest overall aims, with little by way of substantive provisions (Samuel and Bacon, 2010). In the main, partnership agreements, Samuel and Bacon (2010) argue, are procedurally biased, setting out the means for union involvement in employer decision making in return for joint working towards organisational success. In around six in ten cases, such agreements "contain explicit provision for negotiation over general terms and conditions of employment", although given their limited substantive provisions the subject of "negotiation is rarely specified" (Samuel and Bacon, 2010: 440).

While the practice of workplace bargaining is, of course, typically more subtle and informal than explicit provisions specified in an agreement, such analysis provides a useful benchmark for any examination of learning agreements. Analysis of general partnership agreements, then, would suggest that learning agreements may well be equally focused on procedure and substantively constrained. Alternatively, given the association between workplace supports and negotiation with the effectiveness of union learning activities, learning agreements may help to focus, underpin and contribute to union activities in substantive terms. Lack of empirical data has meant that no firm conclusions are currently available. The aim of this research report therefore is to offer the first analysis to date of the detailed context, content and outcomes of learning agreements and the contribution they may play in facilitating the union learning agenda. Are union learning agreements associated with particular types of workplaces? What provisions are detailed in the content of learning agreements? What impact can they have on the wider agenda of union learning and the policies and practices of employers?

The remainder of the report explores these key questions.

# Methodology and the extent of learning agreements

## Research approach

The research on learning agreements draws from a large and unique dataset collected as part of a wider evaluation of the ULF and unionlearn conducted during 2009/10 (see Stuart et al, 2010). The research in this report draws from two specific sources.

The first source is the largest dataset assembled to date of copies of learning agreements. In total, the dataset included 281 learning agreements and allowed for the first detailed content analysis of such agreements. The agreements were coded for analysis through a three-stage procedure. First, a team of four researchers each read an agreement and devised a series of codes, which were combined to create a coding template. This template was then used to code ten agreements, to gauge the appropriate coverage and validity of the coding template. The template was then updated and the coding criteria revised, deleted or added. This template was then used to code the 281 learning agreements and the data this generated were entered into SPSS for analysis.

The second source was the largest survey of employers engaged in union-led learning, with 415 responses. Lists of employers were provided from unionlearn and the ULF database and a team of researchers then conducted interviews by telephone, checking in each case that the respondent was the appropriate management contact.

## The extent of learning agreements

Taking together, these data allow for the most extensive and robust analysis of learning agreements to date. However, calculating just how many learning agreements have been signed as a result of union learning activity is far from straightforward. Some consideration of this is first necessary to ascertain the representativeness of the analysis that follows. To ascertain the total number of learning agreements

a number of sources were consulted and attempts were made to cross reference and verify projected figures. The TUC reports the number of learning agreements signed in its annual General Council Reports. The 2006 TUC General Council Report (p122) noted that “as many as 1,672 agreements were signed with employers as a result of ULF projects in the year April 2005–March 2006”, with over 200 learning agreements signed in 2007, 136 in 2008 and 210 in 2009 (General Council Report, 2007, 2008, 2008). While these figures have been reported in academic studies (see for example Davies, 2008: 301), it proved impossible to corroborate these figures. An alternative, and possibly more reliable source, was the number of learning agreements formally recorded on the ULF database, as part of the ULF reporting system. No data existed on this prior to 2002 (Round 5), but since then 1,777 agreements have been recorded on the ULF database. Table 1 shows the total number of learning agreements recorded on the ULF database and also the breakdown of the 281 learning agreements analysed for this report by data and sector.

Problematically, there was no requirement, until relatively recently, for unions to provide either the details or copies of learning agreements, despite the fact that learning agreements were recorded as an output of ULF projects. Accordingly, corroborating the claims of projects was again not straightforward. In some cases projects did provide the details of agreements – i.e. the company or sector they were with – and in some cases copies of agreements were supplied, but in the majority of cases they were not. To fill in the gaps, unionlearn contacted project managers to build up a definitive list of learning agreements. In addition, further searches for learning agreements were conducted (some unions list them on their websites) and individual unions contacted. These searches were concentrated on Rounds 8–11, as it was anticipated that data would be more reliable for more recent rounds and because this was the focus of the larger national evaluation of the ULF (Stuart et al, 2010). Unionlearn has also had more

control over the management of the ULF during this period. However, where searches uncovered older agreements these were included in the dataset.

In total, unionlearn collated the details and/ or hard copies for 502 learning agreements. Of these 131 were multi-union agreements. This raises the potential for double counting of learning agreements, as each participating union may legitimately report the signing of an agreement as an outcome of their ULF funded activity, but for practical purposes there would be just one agreement. For the purpose of this analysis, the focus is on the agreement itself and excludes duplicates due to multi-union signatures. In total, then, the details of 371 agreements were listed by unionlearn, although some unions stated that agreements were confidential and so hard copies could not be obtained. In total, 315 agreements were made available for analysis. In addition to this a further 86 agreements were collected by the researchers from additional searches, giving a total of 401 different agreements. Of these, 120 agreements

were subsequently rejected as inadmissible, either because they were not learning agreements (for example, they were provider agreements or company learning policies), were duplicates of agreements or were updated versions of earlier agreements (in some cases agreements had been updated three to four times). This left a sample for analysis of 281 learning agreements, 76 per cent (281/ 371) of those agreements that unionlearn had corroborated details for and 16 per cent of the total logged on the ULF database (281/1777).

Given the difficulty of establishing the total number of learning agreements, it is of course impossible to be categorical about the percentage that the sample of 281 represents of the population. However, our research would suggest that to some extent both the General Council and ULF database records may report optimistic levels of agreements. The main reasons for the discrepancy in figures will be down to the multiple recording of agreements, either as part of multi union agreements or revised agreements.

**Table 1: Date of learning agreement by sector**

Date	ULF records	Frequency	Percentage#	Public	Private	Voluntary
2002	204	5	2	2	3	0
2003	134	2	1	0	2	0
2004	500	14	5	4	10	0
2005	196	18	6	8	8	2
2006	245	37	13	9	28	0
2007	73	36	13	10	24	2
2008	205	54	19	21	30	3
2009	123	34	12	13	21	0
2010	97	5	2	0	4	1
No date	–	76	27	25	47	4
<b>Total</b>	<b>1,777</b>	<b>281</b>	<b>100</b>	<b>92 (33%)</b>	<b>177 (63%)</b>	<b>12 (4%)</b>

Source: ULF database and CERIC learning agreements survey #Percentages rounded to nearest whole number

It is also the case that some relatively standardised agreements established at a national level could also have a significant number of local versions (for example across the National Health Service) and cover multiple workplaces.

A degree of verification was possible through comparison with responses to the employer survey (see Stuart et al, 2010). This survey independently identified the (employer-reported) existence of 208 learning agreements (50 per cent of employers surveyed), some 102 of which were common to both lists. At the very minimum, therefore, there is evidence of 387 different learning agreements in existence. Since the two lists of learning agreements were obtained independently, it is possible to use the capture-recapture method to extrapolate a possible minimum population of learning agreements. The first collection method revealed 281 agreements, while the second collection method found 102 already tagged out of the 208. The minimum population of learning agreements is therefore estimated as  $281 \times 208 / 102 = 573$ . This suggests an amount closer to the number collected by unionlearn than that reported on the ULF database or in the General Council Reports.

Despite the uncertainty in the overall population, the sample of learning agreements collected represents the largest number analysed to date. Given the number of multi-union and revised agreements and the fact that many unions use model agreements as their point of departure, although typically modified in practice, the sample is broadly representative of the diverse content of individual learning agreements in practice. Overall, the sample is biased towards private sector agreements, but many public sector agreements are often based on national model agreements which are then replicated at local level and they are also more likely to be multi-union agreements. The use of multiple sources of data, via the employer survey, also allows us to 'triangulate' our analysis and increases the degree of confidence in the analysis.

# Characteristics of workplaces with learning agreements

Of the 281 learning agreements analysed, as Table 1 shows, a third were from the public (33 per cent), with 63 per cent in the private sector and just four per cent in the voluntary sector. Few agreements were dated prior to 2005, with the bulk of agreements signed during 2006–2010. This is not to say that there were no agreements prior to this date, as the ULF database records a significant number, just that no hard copies of such agreements appeared to be available. Furthermore, 27 per cent of all agreements in the sample had no clear date on them, although they had been cross verified as legitimate. One in five agreements were ‘time limited’, in that a set timeframe was set for the continuation of the agreement. Typically this was for 12 months. For example, all of the agreements between the Prison Officers Association and various HMP institutions were apparently fixed term because prison governors cannot make any commitment that would be binding on their successor. Just over a third of agreements (36 per cent) were multi-union, while just under two-thirds (64 per cent) were agreements between a single union and an employer. Multi-union agreements were, not unsurprisingly, more pervasive in the public compared to the private sector. Six out of ten public sector learning agreements were multi-union in nature, compared to just under a quarter (23 per cent) of private sector agreements. In this regard our sample of public sector agreements provides insights in representative terms into a much larger proportion of agreements than the sample suggest.

The large general unions dominated in terms of the lead union signatory of agreements (where single or multi-union). As Appendix 1 shows, in around three out of ten learning agreements (29 per cent), Unite was the lead union. Two other unions accounted for more than 10 per cent of agreements. GMB was the lead union on 17 per cent of learning agreements and UNISON the lead on 13 per cent of agreements (though given the number of agreements that UNISON itself reports, UNISON agreements would seem to be under-represented in the analysis). Usdaw was the fourth ranked union with 9 per cent of

agreements. This was broadly in line with the national composition of union size. In total, agreements included 23 lead unions. Around two per cent of agreements were uncategorised, as the agreements just detailed that the ‘recognised unions’ had signed the agreement and it was not possible to verify in terms of signature.

Analysis of the content of learning agreements per se provides limited insights into the contextual environments within which learning agreements are situated. Are learning agreements, for example, more likely to be associated with certain types of managerial environment? Drawing from the largest survey to date of employers engaged with union learning activity, this section explores the wider workplace characteristics that may foster the signature and implementation of learning agreements.

As noted, the sample of learning agreements collected was biased towards the private sector. However, given the difference in union coverage and membership between the public and private sectors, a higher prevalence of learning agreements in the public sector would be expected. This was confirmed by the survey findings, with 55 per cent of public sector employers reporting they had learning agreements compared to 51 per cent of private sector employees. The difference between the two sectors was, however, rather less than may have been expected and was not statistically significant. Eight in ten learning agreements were concentrated in just four sectors. Just under a quarter of learning agreements were in the manufacturing sector (24 per cent), 35 per cent were in public administration, 14 per cent in transport and 9 per cent in health and social work. In total, the workplaces with learning agreements employed 672,060 people. Such workplaces are often part of much larger organisations; individual hospitals, for example would have learning agreements that are modified versions of a wider agreement for the National Health Service. The wider organisational employment amounted to 3,362,957 employees.

**Table 2: Learning agreements and workplace characteristics (n=415)**

Median number	Learning agreement	No learning agreement
Number of employees	630	360
Union density (%)	74	60
Number of ULRs	5	3

Table 2 explores learning and non-learning agreement employers in terms of the median number of employees, union density and number of ULRs. Workplaces with learning agreements were, on average, larger, had higher levels of union density and had denser networks of ULRs than those without learning agreements. The only factor that was statistically significant was union density and this relationship appeared to be pretty linear. Workplaces with higher levels of density were associated with more learning agreements. The cut off point was roughly 50 per cent union density. A higher proportion of workplaces with less than 50 per cent density had no learning agreements, while above this level the

majority of workplaces had learning agreements. Where union density was three-quarters or higher the number with learning agreements was higher still. This largely corresponds with the wider environment of collective bargaining (Brown et al, 2009).

The association between union density and learning agreements tell us little, of course, about the wider bargaining context within which learning agreements operate. This is explored further in table 3. Those workplaces with learning agreements are typically associated with more favourably disposed management, a higher prevalence of partnership agreements and a more negotiated workplace environment. Just over eight in ten employer respondents with learning agreements reported a favourable management attitude towards unions, compared to a little over six in ten respondents without a learning agreement. The finding for those cases with partnership agreements was almost identical. Critical perspectives on partnership agreements suggest that they are often commensurate with employer dominant arrangements, with little gains for unions (Kelly, 2005). In such circumstances it would be expected

**Table 3: Learning agreements and bargaining context**

	Learning agreement (%)	No learning agreement (%)	Count
Favourable management attitude to union	83	61	388
Management negotiates over pay	76	59	382
Management consults over pay	20	25	382
Management informs over pay	3	8	382
Management negotiates over training	34	19	380
Management consults over training	44	37	380
Management informs over training	15	24	380
Signed partnership agreement	83	58	364

Note: All findings statistically significant (with Chi 2) at 0.001 level.

that negotiation would typically be supplanted with consultation or information sharing. Yet, this does not seem to be the case.

Employers with learning agreements also reported higher levels of negotiation over both pay and training. Pay is the issue most commonly associated with negotiation between management and unions (Kersley et al, 2005), but of those cases with learning agreements just over three quarters (76 per cent) negotiated over pay compared with just under six in ten (59 per cent) employers that did not have a learning agreement. Training and learning matters are issues typically least likely to be subject to workplace negotiation (Stuart and Robinson, 2007). Yet, of those employers reporting learning agreements nearly twice as many negotiated over training compared to those cases without learning agreements. To some extent these findings may appear contradictory (needs clarification). However, Samuel and Bacon's (2010) analysis of partnership agreements indicate that partnership agreements do not tend to supplant collective bargaining, as employers often run dual arrangements with partnership and collective bargaining. As far as learning agreements are

concerned, the picture shows that employers that are more predisposed to negotiation, not just over pay and training but a wide range of issues, and have favourable attitudes to unions are associated with a higher prevalence of learning agreements.

The bargaining context of employers, then, is associated with the existence or not of learning agreements. However, learning is often portrayed as an integrative concern that unions look to advance beyond the immediate confines of traditional bargaining arrangements on issues that are conducive to management and union cooperation (Munro and Rainbird, 2004). Given this, are certain management strategies and practices associated with learning agreements? This is considered in Table 4. On average, the majority of employers responding to the survey reported they had a range of training strategies and practices in place and levels of reported practice was high. However, those employers with learning agreements were typically associated with a higher propensity of such practices. The large majority of employers reported an in house HR function. Those employers that had outsourced HR had three times fewer the number of learning agreements.

**Table 4: Learning agreements and management training and learning strategies and practices**

	Learning agreement (%)	No learning agreement (%)	Count
Investors in People accreditation	62*	50*	393
Staff appraisal scheme	92	88	394
Organisation-wide training plan	92*	84*	391
Dedicated training budget	92**	83**	394
Workplace learning centre	77***	61***	395
Time off for start to attend education/training	98***	88***	391
External funding for training (e.g. Train to Gain)	82*	70*	391
Signed Skills Pledge	71***	40***	381

Note: Findings are statistically significant (Chi 2) at \*\*\*=0.001, \*\*=0.01, \*=0.05



Just over six in ten employers with learning agreements (62 per cent) had achieved Investors in People accreditation, compared to half of employers with no learning agreement. There was no discernible difference between companies with and without learning agreements and the existence of a staff appraisal scheme. Appraisal as a practice is ubiquitous. Those employers with learning agreements were, however, associated with higher levels of organisation-wide training plans and training budgets. Similarly, higher reported levels of workplace learning centres, time-off for training and the drawing down of state-supported funding provision were associated with learning agreements. Finally, there was a clear association between having a learning agreement and a wider employer commitment to the Skills Pledge. Of those employers reporting learning agreements, just under three quarters (71 per cent) had claimed to have signed the Skills Pledge. Where employers did not have a learning agreement, just four out of ten had signed a Skills Pledge.

Union learning also receives a degree of support through financial and in-kind contributions from management. This is considered in Table 5. Those employers with learning agreements are associated with higher levels of support for union learning activity. Around half of employers with learning agreements provide financial contributions to support union learning, compared to less than a third of employers without learning agreements. Typically, employers are more open to providing in-kind contributions to support union learning activity than a financial contribution. But even in this regard those employers with learning agreements are associated with higher levels of in-kind contributions, 86 per cent of employers with learning agreements make such a contribution compared to two-thirds (65 per cent) of employers without an agreement. Employer support is most marked with regard to management time. Nearly seven in ten employers (68 per cent) with learning agreements provided support for union learning through management time. Of those employers without a learning agreement less than four in ten (38 per cent) offered such support.

**Table 5: Learning agreements and employer support for union learning**

	Learning agreement (%)	No learning agreement (%)	Count
Financial contribution	51	31	395
In-kind contribution	86	65	395
Management time	68	38	395
<i>Type of in-kind contribution</i>			
Equipment	80	58	395
Office space	84	58	395
Learning centre	64	38	395
ULR time	88	68	395
Employee time	85	63	395

Note: All findings are statistically significant (Chi 2) at \*\*\*=0.001 level

Where employers reported making in-kind contributions, the survey explored this further to delineate the type of in-kind contribution that was made. There were high levels of reported support in terms of equipment, office space, ULR time and employee time. Those employers with learning agreements all reported higher levels of such support than those employers that did not have learning agreements. For example, nearly nine in ten employers with a learning agreement that offered in-kind support provided time for ULRs to undertake their duties, compared to a little over two-thirds of their counterparts with no learning agreements.

In summary, this section has explored the characteristics of those workplaces that have learning agreements compared to those workplaces that do not. To be clear, this is not to imply that learning agreements lead to certain types of management practice or industrial relations environment. It is to simply identify the typical characteristics of workplaces that have learning agreements, in order to place such agreements in context. The results are not that surprising. Larger workplaces with more well developed systems of ULR representation and workplace bargaining are more likely to have implemented learning agreements. But such workplaces are also likely to have well developed systems of management practice around training, learning and skills, a favourable attitude to unions and more supportive environment, through financial and in-kind contributions, for the development of union learning work.

Unpicking these various characteristics to see if some are more significant for the adoption of learning agreements than others requires more sophisticated multivariate statistical analysis. An initial exploration of the determinants of whether or not a workplace has a learning agreement is presented in Annex 2. The factors considered in this section are analysed via logistic regression, to ascertain the odds ratio of particular factors being associated with the presence of a learning agreement. Three key factors are found to be statistically significant: first, whether the union is involved in workplace decision-making around pay; second, whether a workplace has an established learning committee; and, third, whether a workplace has signed a Skills Pledge. This analysis suggests in simple terms that a degree of formality and commitment to dialogue at workplace level is associated with learning agreements. For example, at those workplaces where pay is negotiated and consulted, learning agreements are 10.974 and 9.122 times more likely to have been signed. Workplaces with learning committees are 5.274 times more likely to have a learning agreement. However, the direction of causation is difficult to establish in such analysis, particularly given the fact that learning committees, as the next section details, are often established via learning agreements.

# The content of learning agreements

Identifying the characteristics of employers with learning agreements tells us little about the actual content of learning agreements. In practice we would expect to see significant variation in terms of what is included in such agreements and the provisions that they cover. This section presents the first detailed analysis of the content of (281) learning agreements. This covers six areas: principles and roles; infrastructure and governance; time off for learning; equality of access; monitoring and governance; and ULR facility time.

## Principles of agreements and roles of parties

Table 6 sets out learning agreement principles and roles. Nearly all learning agreements (97 per cent) have some stated principles that underpin the agreements. These tend to relate to a commitment to the principle of working together in partnership, the fostering or building of a learning culture and some sense of meeting wider learner outcomes. Of these principles, it is the commitment to work together in partnership that was most widely cited in learning agreements, detailed in around eight out of ten agreements (81 per cent). This was typically

articulated in rather basic terms. By way of example, a public sector learning agreement stated that the parties were, “committed to working in partnership to promote and support lifelong learning and ensure equal access to learning opportunities for all employees of the ...”. Another public sector agreement provides an example of further elaboration:

*“This partnership is one in which both sides have a contribution to make and where all partners recognise the strength of each partner. An effective partnership is one which has at its centre the needs of learners and which is flexible and dynamic. Both parties agree to work together to plan learning initiatives for all.”*

Just under six out of ten (59 per cent) had a stated principle of working together to create a culture of learning. Again this was often cited in rather basic terms, in terms of building a culture of learning that was integrated into the working lives of employees and the training practices of employers and articulated in terms of: “creating an environment where learning is valued”; “promoting a learning culture”; or “creating an environment where learning is valued”. The least cited principle related to learning outcomes. Where learning outcomes were stipulated

**Table 6: Learning agreements principles and roles**

Date	Frequency	Percentage#	Public	Private	Voluntary
Stated principles	269	97	86	171	12
Commitment to partnership	228	81	69	148	11
Learning culture	167	59	47	112	8
Learning outcomes	112	40	39	66	7
Union role	133	47	39	87	7
Employer role	151	54	51	94	6
ULR role	141	50	44	90	7

Base = 281 #percentages rounded to nearest whole

this was at its most basic in terms of referencing wider government policies and targets. This was most detailed in terms of analysis of qualification levels within the organisation, recognition of acknowledged deficiencies, such as in terms of Skills for Life, and a stated mission to increased participation at specified levels, such as Levels 2 and 3. In a small number of cases the statement of principles was accompanied by a series of definitions, such as what partnership meant or how lifelong learning was defined. There was no discernible difference in articulated principles across the public and private sectors.

The objectives and principles of learning agreements were therefore typically presented in aspirational terms. While just over six out of ten (61 per cent) established provisions as part of the agreement for its ongoing monitoring, agreements tend not to stipulate explicit, quantifiable criteria against which the success of agreements should be evaluated. This is understandable since goals and targets are usually to be established by negotiation, typically through a learning committee, and future evaluation would be against these targets.

More common was an articulated set of expectations, commitments and responsibilities of the parties to the agreement. At the most basic level this just covered the employer and the union. In total, 47 per cent of agreements detailed union responsibilities, 54 per cent employer responsibilities and just 50 per cent ULR responsibilities. The responsibilities of the union partner often covered the training and support of ULRs. The extent of employer responsibilities ranged significantly across agreements. At its most basic, it was little more than a statement explicating the commitment of the employer to the agreement and/ or partnership itself. In the more sophisticated agreements this could cover a set of commitments and additional responsibilities, broken down in terms of different organisational functions and roles. For example, one manufacturing agreement differentiated the respective roles and responsibilities of the senior management

team, managers and team leaders, training officer and employees. While not that extensive, it was not uncommon for agreements to also note that employees also have responsibilities. In the manufacturing agreement noted above, this was articulated in terms of:

*“Employees should think creatively about their own development needs and be prepared to make suggestions to their line managers. Employees are required to commit to completing the courses identified including undertaking assignments and projects, which are set as part of the course.”*  
(Agreement 139)

As noted, the union role was typically framed in terms of support for ULRs, but also with regard to the wider contribution that unions could make to learning at the workplace, notably in terms of equality and diversity concerns. Again, with reference to the example manufacturing learning agreement, the union roles and responsibilities were presented as:

*“crucial to successfully encouraging non-traditional learners into or back to training/ learning. They need to help motivate workers with regards to the opportunities that learning creates, and offer support and encouragement to ULRs.”*  
(Agreement 139)

## Learning infrastructure and governance

Table 7 considers the extent to which learning agreements established provisions for the governance or learning and learning infrastructure. Around three-quarters (76 per cent) of all learning agreements made reference to the creation of a joint committee concerned with employee learning and development (and sometimes also covering job-related training). Various terminology was used, such as Learning (and Training) Committee, Joint Education Committee, Workplace learning

Committee, Lifelong Learning Committee, (Joint) Learning Partnership (Steering) Committee, Workforce Learning and Development Steering Group, Steering Group for Learning, etc. All had management and union representation and the different terminology did not reflect differences in remit. This emphasis on the establishment of a learning committee broadly corresponds with the procedural bias noted by Samuel and Bacon (2010) in their analysis of partnership agreements, around seven in ten of which (68 per cent) had provisions for new consultative forums.

The majority of learning agreements also had some form of terms of reference that detailed the role of the learning committee and its coverage and tasks. Seven out of ten agreements had such terms of reference. The content of committees included the identification of learning needs, the development of organisational and individual learning plans, the provision for time off for learning and the responsibilities for the ongoing monitoring of the agreement. In the most detailed cases they also included detailed provisions for the establishment of learning centres, the support structures that needed to be put in place for ULRs and wider matters relating to financial investment. These issues are all considered in further detail below. Learning committees are a central mechanism

by which learning agreements are enacted and initiatives embedded. Thus as Wallis and Stuart (2007) explain, such committees and the learning partnerships that they formalise are often more significant than what's in a learning agreement itself, as the trust generated through learning partnerships is crucial to building workplace learning. However, learning agreements are crucial to provide the terms of reference for the operation of such committees and to ensure their sustainability. Simply put, learning agreements and committees are separate in institutional terms but are mutually related.

In terms of composition, most learning committees had an equal number of management and union representatives and sometimes a selection of ULRs representing different workplaces or activities, or all ULRs where they are few in number. Usually there was a senior manager or union representative in the chair, or a system for alternating management/ union leads. The membership of learning committees was stipulated in around seven out of ten agreements (69 per cent – or for 88 per cent of all committees). The exact composition varied depending on the level at which the learning agreement was negotiated and the size of organisation or workplace involved: company-level, multi-site learning committees naturally specified adequate representation of all

**Table 7: Provisions for learning infrastructure and governance**

	Frequency	Percentage#	Public	Private	Voluntary
Establishment of learning committee (LC)	214	76	64	142	8
LC terms of reference	193	70	54	131	8
LC membership	189	69	53	129*	7
LC meeting frequency	162	59	43	114*	5
Support for learning centre	156	57	42	107	7
Resources for centre	59	22	17	39	3

Base=281; #Percentages rounded; \*chi-square significance at least 0.05

sites covered, while in a large workplace the issue was ensuring adequate representation of the different occupational groups, especially where there were several unions recognised. The composition of learning committees was significantly more likely to be specified in private rather than public sector agreements.

Roughly six out of ten of all learning agreements stated the frequency by which learning committees should meet (59 per cent – or for 76 per cent of all committees). The frequency of meetings of the learning committee, where specified, varied from monthly to quarterly to half-yearly. In a number of cases it was just stated that the committee would meet regularly. Where the frequency was stated, they were most likely to meet on a monthly basis (46 per cent). In some cases the learning agreement specified monthly meetings for the first six months with meetings ‘as and when necessary’ thereafter. Not specifying a regular meeting of the learning committee was clearly a weakness, rather like not detailing its activities and raised questions about the degree of commitment or likelihood of implementation, but could also reflect the need for flexibility in application. Again, private firms were statistically more likely to state the frequency of meetings, compared to their public sector counterparts.

The evaluation of the Scottish Union Learning Fund (Findlay et al, 2006: 80) noted “a small number of learning centres and learning agreements being established in partnership with employers”, but gave no precision on the proportion of projects that included the creation of a workplace learning centre. The learning agreements examined made reference to learning centres in 57 per cent of cases, with resources noted for 38 per cent of learning centres (22 per cent for all learning agreements). Specific reference to learning centres varied by agreements. In a small number of cases, learning agreements referred to existing on-site learning facilities and were concerned with increasing the take up of learning

opportunities. Several Amicus (Unite) learning agreements, for example, contained a clause stating that all ULRs will be “fob holders” to access the learning suite provided for the use of employees (and often also family members and friends). In the prison service there was a national learning agreement, supported by individual learning agreements in the regions that related specifically to the provisions for learning centres at individual prisons. Other agreements referred to maintaining existing learning centres, often in a context of involving ULRs or devolving responsibility to a newly created learning committee. In most cases where learning agreements mentioned workplace learning facilities, this was phrased in the future tense as one of the actions that would be undertaken or, at least, considered as a possibility, with phrases like “where appropriate”. This suggests a need to take a longitudinal view of learning agreements and explore whether these commitments have led to the creation of additional resources for learning in the workplace. Some learning agreements stated quite precise intentions with respect to a workplace learning centre, ensuring that it would be registered as an examination centre for the European Computer Driving License (ECDL) or would offer on-site access to learndirect.

As noted, only a small proportion of learning agreements specified that specific organisational resources would be earmarked to do so. The resources ranged from “the company will make available facilities to learn on site” to a commitment to provide an “Internet café and learning room with an allocated budget”. Some company-level learning agreements gave more precision in relation to the number of learning centres to be created: “learning centres will be established at 12 sites”, for example.

## Identification of learning needs and time off for learning

As Table 8 indicates, a sizeable majority of learning agreements set out the procedures for the identification of learning/ training needs and specific provisions for time off for learning and different types of learning. At a general level, it was often left rather vague in many learning agreements exactly what type of learning was covered. A key point of contention in any partnership arrangement over learning, for example, is whether the learning/ training opportunities are work or non work-related. In simplistic terms, it is in the employer's interest to give priority to learning that has a direct benefit to an individual's work or the organisation's wider business needs, while unions would see their contribution in terms of securing more general forms of learning that can enhance an individual's wider employability (Wallis et al, 2005). Learning agreements offer a way to come to a codified arrangement on where the balance between work and non work-related

opportunities fall. Disentangling this from a reading of learning agreements was not that straightforward, as in many cases the wording was necessarily vague. However, the analysis suggests that 58 per cent of learning agreements had some commitment to both work and non work-related learning, with 21 per cent stipulating a commitment to just work-related learning opportunities and 28 per cent a commitment to just non work-related learning opportunities. Indeed, for the latter the specific rationale for learning agreements was often the enhancement of non work-related learning, derived through the union route, which was seen to add some degree of additionality to the wider organisational training plan that covered work-related learning.

Learning agreements were, however, much clearer on the processes by which learning needs were identified. Around one in eight of all learning agreements detailed the process of identifying learning needs. In the majority of cases, this was to be achieved through some sort of joint process and most commonly this fell under the purview of the

**Table 8: Identification of learning needs and provisions for learning opportunities**

	Frequency	Percentage#	Public	Private	Voluntary
Identification of learning needs	222	79	72	139	12
ULRs identify learning needs	82	29	30	48	4
Joint identification by committee	128	46	37	85	6
Management identify needs	21	8	12*	9	0
Time-off for learning	172	63	56	106	10
Paid time-off for learning	146	54	48	89	9
Time for vocational training only	78	28	25	46	7
Time for Skills for Life only	74	27	25	46	3
Time for IAG	92	34	28	59	5
Time for any form of learning	30	11	10	19	1

Base=281; #Percentages rounded; \*chi-square significance at least 0.05

joint learning committee. Thus, just under half (46 per cent) of all learning agreements noted that the identification of learning needs was to be the joint responsibility of management and unions through the learning committee (this equates to 58 per cent of all those agreements that specifically made reference to the identification of learning needs).

Reference to a single party was less common. Around three in ten learning agreements (29 per cent) stipulated that the identification of learning needs was the responsibility of ULRs. Even where they did so, this could be in addition to the joint role of the learning committee. Where ULRs were responsible – and deemed “suitably trained” – the analysis may concern “an initial diagnostic testing of employees”, typically in relation to Skills for Life and basic skills like literacy and numeracy. Some learning agreements delegated full responsibility for analysing learning and training needs to ULRs, while in most cases the analyses undertaken by ULRs was in relation to individual learning needs that are not job-related, the latter normally being determined by management. Very few agreements, just 8 per cent, indicated that the identification of learning needs was to be the sole preserve of management. This was more likely where the agreement was designed to just cover work-related learning/ training or where the agreement was an adjunct to wider organisation training plan. A lead management approach was also more likely (though still uncommon) in public sector organisations.

Just over six in ten (63 per cent) of all learning agreements made reference to time off arrangements for the take up of any learning opportunities. How exactly this was to work was not always that clear. However, 54 per cent of all agreements made some mention to the fact that there would be some paid time off to take up learning opportunities. As a proportion of those cases where time off was stipulated, an element of paid time was covered in around 85 per cent of cases. It was common for this to be articulated as a 50-50 contribution, with one hour’s learning in an employee’s own time covered by an hour paid for by the company. In other words, while there were some areas where employer contributions covered the full time and cost of specific types of learning (such as Skills for life), an element of co-investment was central to arrangements for paid time off for learning. In one agreement, there was also the provision that non-union members had to pay an annual £25 charge for use of the learning centre.

For a sizeable minority of agreements time-off arrangements were conditional on the uptake of specific types of learning. Just 11 per cent of agreements included time off for any type of learning. Thus, 28 per cent of all learning agreements stipulated that time off was for vocational training, 27 per cent that time off was for Skill for Life and 34 per cent that time off was for Information, Advice and Guidance.

**Table 9: Equality of access to learning opportunities**

	Frequency	Percentage#	Public	Private	Voluntary
Covers all employees (members and non-members)	236	85	72	156*	8
Includes an equal opportunities statement	223	80	71	140	12
Refers to specific learner groups	24	9	7	17	0

Base=281; #Percentages rounded; \*chi-square significance at least 0.05



## Equality of access to learning

Union learning is inclusive: it is not just open to union members. This was evidenced in the learning agreements. Most learning agreements, as Table 9 shows, made some notional reference to equality of access in their opening statement of principles. More specifically, 85 per cent of agreements noted that they covered and that learning opportunities were available to both union and non-union members. Rather surprisingly, private sector employers were significantly more likely to be associated with such inclusivity. Thus, 89 per cent of private sector agreements noted that they covered all employees, compared to 79 per cent of public sector organisations. Many agreements also contained an explicit equal opportunities clause in them, although the level of detail varied significantly. Thus, eight in ten of all learning agreements contained an equal opportunities clause.

Very few agreements, however, made reference to specific groups of learners in equality terms. Just nine per cent of agreements did this. Where they did, a wide range of different backgrounds were covered, including basic skills and non-traditional learners, BME and minority groups, such as the Polish community, shift and agency workers and those with learning difficulties and disabilities.

## Integration with wider organisational policy and practice

How learning agreements evolve from union learning initiatives and integrate or not with wider organisational policy around workforce development is an issue that has yet to be investigated in research terms. It is known that the conclusion of learning agreements can take considerable time to be agreed within organisations (Wallis and Stuart, 2007). In some cases, unions present employers with model agreements and these are then negotiated over a period of time to successful agreement or not. In other cases, an employer's initial response may be to simply refer to a wider organisational policy and embed a short clause on union learning within it. Regardless, there seems some logic in unions looking to integrate learning agreements with the wider terrain of organisational policy on workforce development. The basic reason for this would be as a way to link the sometimes general aspirations of learning agreements to the more concrete reality of organisational learning plans, training budgets and financial allocation.

As Table 10 shows, around four in ten learning agreements (41 per cent) made reference to a wider organisational learning plan or the development of an organisational learning plan. This tended to take two forms. First, was reference to the wider training plans

**Table 10: Integration with wider organisational policy and practice**

	Frequency	Percentage#	Public	Private	Voluntary
Covers organisational learning plan	113	41	43	67	3
Employer contribution to cost	47	17	4	43*	0
Reference to training budgets	13	5	2	11	0
Incentives for learners/achievements	6	2	0	6	0

Base=281; #Percentages rounded; \*chi-square significance at least 0.05

of the organisation, which was sometimes appended as an annex. This would stipulate the commitment that the organisation had to developing employees to certain qualification levels or the provisions that were detailed for time off for learning. This could include reference to avoiding skill shortages and ensuring that the organisation was able to develop staff in line with business needs. Second, and in a more general sense, the development of a learning plan was typically tasked to the learning committee. This was usually referenced as something for the learning committee to discuss in a joint manner and to lead to a 'realistic' plan for learning.

A learning plan (variously a training plan or a workforce development plan) represents the cumulative learning efforts of the organisation. Commitment to develop a learning plan jointly therefore represents significant engagement and is associated with providing the necessary resources. In the majority of cases, the learning plan offered articulation between the job-related training needs established by management and the developmental

learning needs identified by the ULRs. In some cases there was explicit reference to how the learning plan would interact with existing development interviews, which were the main mechanism for reconciling the interests of individuals and the organisation. While references to learning plans were relatively common, this was not the case for wider organisational policies that led to resourcing. Very few agreements indeed stipulated a set annual financial allocation. Thus, in total, less than a fifth of agreements (17 per cent) made reference to a notional employer contribution to the cost for learning. Such statements were significantly more likely to be associated with private (24 per cent) rather than public sector (4 per cent) organisations. Similarly, reference to wider training budgets was even less widely reported, noted in just five per cent of agreements. Where reference was made it was typically in terms of any allocation to support the provisions of the agreement that would be subject to the capacity of wider training budgets. Finally, just two per cent of agreements had stated arrangements that sought to incentivise the take up of learning or reward individual learning achievements.

**Table 11: Monitoring arrangement and guarantees**

	Frequency	Percentage#	Public	Private	Voluntary
Monitoring	170	61	62	101	7
Joint monitoring	154	55	57	90	7
Union monitoring	8	3	0	8	0
Management monitoring	10	4	2	8	0
Guarantees	150	54	48	96	6
Confidentiality of learners	51	18	17	33	1
Used for learning only	92	33	29	60	3
Safeguards existing bargaining	100	36	33	61	6
Grievance procedures	149	53	52	88	9
Refers to wider IR machinery	95	34	41*	51 *	3

Base=281; #Percentages rounded; \*chi-square significance at least 0.05

## Monitoring of agreements and industrial relations guarantees

Monitoring and evaluation are crucial to ensure the effective implementation and maintenance of a collective agreement and learning agreements are no exception. Some learning agreements specified in detail what was to be monitored, such as ‘learning outcomes’ or ‘targets’, while others referred to broader monitoring of the learning partnership, ‘learning policy and operational activity’ or ‘learning initiatives’. Some learning agreements empowered the learning committee to “monitor learning at a strategic level” and related this to existing arrangements for personal development plans (PDPs). Some learning agreements prescribed a ‘learning audit’ or ‘audit of all learning activities’ usually as an annual event, using this audit to monitor the implementation of the learning partnership and the take up of learning initiatives put in place as well as progress to achieving targets for learning. Normally, learning targets were related to learning outcomes or qualifications, but not essentially so, since process targets such as the involvement of a proportion of employees with recognised barriers to learning may also be applied. Table 11 sets out the monitoring arrangements and guarantees.

In the majority of cases, it was stipulated that monitoring was to be undertaken through a process of joint determination. Thus, 55 per cent of all agreements had a stated clause that monitoring was to be done jointly between union and management. In terms of those 61 per cent of agreements that made any reference to monitoring, this was done jointly in 91 per cent of cases. In the remainder of cases, monitoring was the role of either union or management. Monitoring by the union was more likely where an agreement specifically related to the role of ULRs. Typically, where there was a national learning committee and local arrangements, monitoring was undertaken at the national level:

*“The National Learning Committee will be responsible for monitoring and evaluating the effectiveness of the agreement and its strategies against its aims and objectives, and seek to identify and share examples of good practice on a regular basis.” (Agreement 181: food production)*

Just over half of all learning agreements (54 per cent) made reference to some wider guarantees with regard to the management-union relationship or the learning process. Just under a fifth of all agreements (18 per cent) had some stipulation that the confidentiality of learners would be respected. This was typically in reference to the conduct of learning needs analysis or an individual’s learning record. Likewise, where learning agreements contained a provision for identifying individual learning needs, there was often a guarantee that information so obtained would only be used for learning purposes (33 per cent) and not, for example, in relation to remuneration, promotion or selection for redundancy. Such a principle was common to appraisal interviews, where good practice requires performance appraisal to be independent of a development review, yet a high proportion of organisations combined the two. It is therefore unsurprising to find such a guarantee features in learning agreements.

The guarantees that were scripted into learning agreements also made reference to wider industrial relations concerns in a minority of cases. Just over a third (36 per cent) of all learning agreements made some reference to safeguarding existing bargaining arrangements, in a similar way that a third of all partnership agreements make reference to separate arenas of negotiation (Samuel and Bacon, 2010: 440). Many learning partnerships, committees and agreements were established deliberately alongside extant industrial relations arrangements, on the basis that learning was an issue more ripe for cooperative arrangements (Wallis and Stuart, 2007). The guarantee was a way of ensuring that any union-management arrangements

for learning did not become the standard model of workplace engagement, with potential deleterious consequences for collective bargaining. Such guarantees were particularly evident in agreements signed by Unite, and tended to follow the scripting of the Unite model learning agreements:

*“The employer will undertake to ensure that this agreement will not be used as an alternative to collective bargaining with Unite and agrees to maintain and use existing negotiating procedures and arrangements other than those specified in this agreement.”* (Unite model learning agreement)

More generally, around a third of all learning agreements (34 per cent) made reference to wider industrial relations machinery. This was significantly associated with public sector learning agreements. Thus, 45 per cent of all public sector learning agreements made reference to wider industrial relations machinery compared to just 29 per cent of private sector agreements. Given the more formalised structures of collective bargaining in large public sector organisation this was hardly a surprise. For example, reference was made to the sanctity of Whitley arrangements, or that learning committees and agreements fell under the wider purview of joint consultative committees or higher negotiation bodies. Reference to such machinery was typically done for three reasons. First, to establish the nature of the wider industrial relations frameworks that govern workplace bargaining and that are to

be preserved. Second, as a means to establish the wider framework of custom and practice the learning agreement falls under. Third, to set out the frameworks that would govern formal organisational grievance procedures. Overall, just over half (53 per cent) of all learning agreements made reference to some sort of grievance procedure. For example, the Unite model agreement stated that: “The partners agree that all individual grievances arising from any educational or learning initiative shall be subject to the existing grievance procedures”. While this represented only a slight majority of learning agreements, it nonetheless seemed to offer a higher level of recourse than that found in partnership agreements, nearly two-thirds of which (63 per cent) make no reference to dispute resolution machinery (Samuel and Bacon, 2010: 440).

## ULR facilities

Table 12 sets out the frequency of learning agreement clauses on ULRs. A high majority of learning agreements, 81 per cent, referred to the role of the ULR. Indeed, in some cases learning agreements clearly represented little more than basic recognition agreements for the development of the ULR role at the workplace level. Likewise, a majority of agreements confirmed the facilities and support that would be provided for the ULRs role. In the most sophisticated of agreements this referenced an office, use of phone and email etc. More common was a

**Table 12: Learning agreement clauses on ULRs**

	Frequency	Percentage#	Public	Private	Voluntary
Refers to ULR activity	225	81	73	141	11
Refers to ACAS ULR code	138	49	62	71*	5
Refers to ULR facility time	191	69	66	115	10

Base=281; #Percentages rounded; \*chi-square significance at least 0.05

stipulated provision for facility time to undertake the role, which was referenced in around seven in ten of all learning agreements (69 per cent). However, only around 10 per cent of agreements actually stated an agreed allocation of time, and where this was the case it tended to just be noted as ‘reasonable time’. Exceptionally, learning agreements recognised that there were peaks and troughs in ULR activity and gave an indicative amount of ‘reasonable time off’, such as “a maximum of 25 per cent of the ULR’s total working time per annum”. A few learning agreements established elaborate arrangements for ULRs to request time off to undertake their duties, although it was usually also specified that “permission will not unreasonably be withheld”. Around a half of learning agreements (49 per cent) referenced the Acas Code of Practice. In some cases this was nothing more than a basic reference to the Code, while in others the Code was detailed in full and was in addition to the specific organisation supports provided for ULRs. Reference to the Acas code was significantly associated with public sector learning agreements. Two thirds (67 per cent) of public sector learning agreements made reference to the Acas code, compared to just one in four (40 per cent) private sector cases.

In most learning agreements, ULRs played a major role, sometimes undertaking learning needs analysis, usually participating in learning committees and invariably providing information, advice and guidance on learning to employees. For some learning agreements, as noted, the role of ULRs was the central concern of the learning agreement, which was designed to facilitate ULR activities in the organisation by conferring (and limiting) rights and responsibilities. Other learning agreements placed reliance on developing a network of trained ULRs as the key stage to create a learning culture in the organisation. In other cases, ULRs were given a remit agreed jointly by management and union, which integrated them into the establishment of a learning partnership. In these cases, ULR activities may be coordinated through the learning committee and there were some examples of ULR activities

being coordinated with the organisation’s HR team (although these were relatively few). The amount of importance accorded to ULR facilities in learning agreements was in all probability associated with the extent of ULR activity and sector penetration, so more recent learning agreements in organisations where ULRs already existed were likely to pay more attention to ULR activities than to getting the ULRs established. However, without more accurate information on the date of signature of learning agreements, it was difficult to explore this hypothesis.

The value added of union-led learning was recognised explicitly in some learning agreements. For example, learning agreements that listed ULR functions often devolved considerable responsibility for development; such as, in one public sector learning agreement that covered “mentoring young and existing workers and those new to learning and work initiatives”.

# The impact of learning agreements

It was noted at the outset that a degree of evidence exists to suggest that learning agreements may be associated with increased levels of ULR effectiveness, although often as part of a wider set of union supports. Research has, however, only explored a limited range of factors upon which learning agreements may impact. This section looks to explore the potential impact that learning agreements may have on three areas of concern: the wider level of management engagement with union learning; organisational learning policies and practices; and broader organisational outcomes. These areas are examined with reference to the findings of the survey of 415 employers.

## Learning agreements and employer engagement with union-led learning

The findings in Table 13 explore the relationship between employer involvement with union learning

and the presence of learning agreements. In general, the majority of employers had been involved in a range of union learning activities. The most common was the provision of facility time for ULRs (88 per cent), followed by involvement in the funding of work-related courses (79 per cent), addressing basic skills gaps (78 per cent), the introduction of qualifications (72 per cent) and the provision of time off to discuss learning with ULRs (70 per cent). Just over half of all employers had been involved with unions in setting up learning centres (54 per cent) and joint learning committees (51 per cent). Employers were least likely to have been involved with unions on action plans to meet the Skills Pledge (49 per cent), the funding of non work-related courses (46 per cent) and apprenticeships (44 per cent).

It is clear that learning agreements were associated with higher levels of employer involvement across all aspects of union learning detailed in Table 13. Indeed, each aspect of union learning activity was reported

**Table 13: Employer involvement with union-led learning by learning agreements**

	Learning agreement (%)	No learning agreement (%)	Difference (%)	Average (%)	Count
Providing facility time for ULRs***	98	76	22	88	384
Involved in funding work-related courses***	87	71	16	79	389
Involved in addressing basic skills gaps***	91	63	28	78	377
Involved in introducing qualifications***	86	55	31	72	384
Providing time off to discuss learning with ULRs***	81	57	24	70	382
Involved in developing a learning centre***	69	36	33	54	393
Joint learning committee***	74	26	48	51	389
Involved in planning action to meet Skills Pledge***	62	34	28	49	363
Involved in funding non work-related courses***	56	34	22	46	385
Involved in apprenticeships***	52	34	18	44	377

Note: \*\*\*All findings statistically significant (with Chi 2) at 0.001 level.

by more than half of employers that had a learning agreement. The supports that learning agreements may offer to the role of ULRs was particularly noteworthy. Of those employers with learning agreements, nearly all of them provided facility time for ULRs (98 per cent) and time off to employees to discuss learning with ULRs (81 per cent), compared to 76 per cent and 57 per cent respectively of those employers without a learning agreement. Nearly nine in ten employers with learning agreements were also involved with unions in funding work-related courses (87 per cent), addressing basic skills gaps (91 per cent) and the introduction of qualifications (86 per cent). The most notable differences, however, between those employers with learning agreements and those without related to the setting up of workplace learning centres and joint learning committees. Almost three-quarters of employers with learning agreements (74 per cent) had been involved in the setting up of a joint learning committee compared to just over a quarter (26 per cent) of those employers without a learning agreement. Given the procedural emphasis often attributed to employer-union agreements (Samuel and Bacon, 2010) this may be no surprise. Likewise, just under seven in ten employers with a learning agreement (69 per cent) had been involved with unions in establishing workplace learning centres, something that had happened in only a little over a third (36 per cent) of those employers without a learning agreement.

While these findings reveal significant associations between learning agreements and a range of union learning activities, it is important to interpret them with care. The findings do not imply causality. Significantly, as a body of research has shown, the impact of learning agreements on such union learning activities may be mediated by a range of other types of workplace supports or a number of supportive factors that could impact through a combined process (Saundry et al, 2011). This could include the wider influence of ULF projects or joint learning committees themselves (Hollinrake et al, 2007; Hoque and Bacon, 2011). To consider this

possibility, the impacts of learning agreements detailed in table 13 were tested for spuriousness. Is it the case that if a third variable is added, such as the existence of a joint learning committee or current involvement in a ULF project, the relationship between learning agreements and union learning activities no longer holds? The evidence suggests this may potentially be the case. Where the findings are re-examined in relation to whether a joint learning committee exists or not, only three findings remained statistically significant (i.e. the impact of learning agreements is non-spurious): facility time for ULRs; the setting up of a learning centre; and, planning for the Skills Pledge. The potential influence of current involvement by employers in a ULF project, which often involves working towards the signature of learning agreements, appeared to be less apparent. In this case, the association between learning agreements and employer involvement in union learning activity held for five factors: facility time for ULRs; time to discuss learning with ULRs; the setting up of a learning centre; involvement in addressing basic skills gaps; and, involvement in the introduction of qualifications. The key conclusion to draw here is that any potential influence of learning agreements is complex and is probably best examined in relation to the wider role of joint learning committees and ULF funding. This can be explored further through multivariate analysis, although understanding the processes by which this works requires detailed qualitative, case study research. Nonetheless, the finding that learning agreements play an important role in leveraging employer support for ULRs and learning centres appeared to be pretty robust.

## **Learning agreements and employers' learning policies and practices**

The employers' survey explored different aspects of learning policy and practice. Employers were asked on average how many days training staff had received during the 12 months' prior to the survey. Just under a third (32 per cent) reported that

staff had on average received more than five days' training. There was a notable difference between those employers with learning agreements (35 per cent) and those without agreements (28 per cent). Learning agreements were also associated with employee demand for learning. On average around seven in ten employers reported that union learning had contributed to increased levels of demand for learning amongst those with little history of learning (69 per cent) or with poor basic skills (72 per cent). There was a marked difference between levels for those employers with learning agreements. Demand was reported to have increased by more than eight in ten employers with learning agreements for those with little history of learning (82 per cent) and poor

basic skills (84 per cent), compared to 54 per cent (little history of learning) and 57 per cent (basic skills) respectively among those employers with no learning agreements. However, while such employees are to some extent the core constituencies of union-led learning, similar findings are reported for increased levels of demand amongst employee with higher skill levels. Just over a third of employers with learning agreements reported that union learning had contributed to increased demand for high skills levels (36 per cent), compared to just a fifth (20 per cent) of employers without learning agreements.

The quantity of training received tells us little about different types of learning or wider employer policy

**Table 14: Impact of union learning on organisational learning practices (per cent)**

	Increased (%)	Learning agreement (%)	Difference (LA/non-LA) (%)	Stayed the same (%)	Decreased (%)	Count
Equality of access to learning/ training opportunities	56	65**	16	43	1	399
Number of employees attaining qualifications	55	70***	31	44	1	401
Positively addresses basic skills gaps	46	58***	9	39	16	403
Take-up of job related training	41	52***	21	59	0	404
Take-up of non-job related training	37	51***	28	60	3	397
Continuing professional development	31	40***	17	69	0	380
Employer expenditure on employee training/ learning	23	31***	16	72	6	396
Number of apprenticeships	15	21**	12	83	2	390

\*\*significant (Chi square) at .01; \*\*\*significant at .001



on learning. This is explored in more detail in Table 14. This shows that, while employers reported that union learning had a wide ranging impact, a majority of employers reported increased impact on just two factors: equality of access to learning/training opportunities (56 per cent) and the number of employee attaining qualifications (55 per cent). There was minority employer support for the union effect on positively addressing basic skills gaps (46 per cent), the take up of job related training (41 per cent) and the take up of non job-related training (37 per cent). Reported increases were less visible for apprenticeships (15 per cent) and employer expenditure on employee training/learning (23 per cent). The latter finding, however, does seem notable given the extent to which expenditure would be seen as a key issue for management prerogative.

Table 14 also shows the reported findings in those cases with learning agreements and the reported differences between employers with and without such agreements. Learning agreements were associated with higher levels of increased impact for all aspects of learning policy and practice. A majority of employers reported increased impact across five areas: number of employees attaining qualifications (70 per cent); equality of access (65 per cent); addressing basic skills gaps (58 per cent); take up of job-related training (52 per cent); and, take up of non job-related training (51 per cent). The most notable differences between those employers with and without learning agreements related to the perceived union impact on the number of employee gaining qualifications (31 per cent difference) and the take up of non job-related training (28 per cent).

Again the potential association between these findings and learning agreements was tested for spuriousness, if there were joint learning committees or current involvement in ULF projects. Where such supports were present, the association with learning agreements did indeed become spurious. A notable exception to this was the perceived impact that union learning may have on the number of employees

attaining qualifications. The association with learning agreements also remained in terms of the extent to which employers reported increased demand for learning amongst those with poor basic skills.

### Learning agreements and wider organisational practices

The findings thus far suggest that union learning may have had some impact on different types of employer learning policy and practice. But, to what extent was this limited to learning practices per se? In contributing to the policy of organisational learning, was there evidence to suggest that union learning may have impacted more widely on organisational outcomes? The findings presented in Table 15 offer some grounds for optimism. With the exception of staff turnover, at least three out of ten employers reported that union learning had led to increases across a whole range of employee indicators, performance measures and industrial relations concerns. In terms of performance, employers reported that union learning activity had contributed to increases in organisational performance (32 per cent), service/ quality indicators (34 per cent) and health and safety (39 per cent). Sceptics would note that the majority of respondents reported there had been no change. Indeed, a majority of employers reported increased impact for just one area, addressing basic skills gaps – a finding consistent with the analysis this far. Yet, given that union learning does not aim to address these factors per se, the fact that a large minority of employers attribute such increases to union learning was a notable finding.

The findings also revealed that a high minority of employers reported increased impact for employee outcomes and industrial relations matters. Around four out of ten employers claimed that union learning had contributed to an increase in staff morale (42 per cent) and employee commitment (39 per cent). Turning to the wider industrial relations environment, the findings offer support for the contribution union

learning can make to improving levels of trust between management and unions (42 per cent). This supports previous case study research (Wallis and Stuart, 2007). Perhaps more surprising is what this may mean for wider voice levels at the workplace. Consultation levels were reported to have increased in 46 per cent of workplaces and negotiation around learning and training issues in four out of ten workplaces. This again was a notable finding. It may well be that the workplaces surveyed were highly predisposed to engagement with unions anyway. Even so, given the fact that employers have generally proved reluctant to negotiate on learning, and that learning is often pursued separately from wider channels of bargaining, these findings merit further analysis.

What difference might learning agreements have made? Again at face value learning agreements were associated with higher reported levels of influence of union learning across all factors. A majority of employers reported increased impact across five factors. Where employers had a learning agreement 59 per cent reported that consultation of learning and training issues had increased as a result of union learning, while negotiation was reported to have increased by 52 per cent. The reported differences with employers without learning agreements were 25 per cent and 23 per cent respectively. There were similar findings for reported increases with regard to staff morale, levels of trust between unions and management and addressing skills gaps.

**Table 15: The impact of union learning on organisational level indicators (per cent)**

	Increased (%)	Learning agreement (%)	Difference LA-non LA (%)	Stayed the same (%)	Decreased (%)	Count
Addressing skills gaps	54	68***	26	42	3	395
Consultation on learning/ training issues	46	59***	25	54	0	395
Levels of trust between management and unions	42	53***	19	54	4	396
Staff morale	42	52***	20	56	3	395
Negotiation on learning/ training issues	40	52***	23	59	1	397
Health and safety	39	42	4	61	0	389
Employee commitment	39	49***	18	60	2	396
Service/quality indicators	34	44***	19	66	0	395
Organisation performance	32	42***	18	67	1	392
Staff turnover	4	5	2	87	9	394

Figures in brackets relate to where there is a learning agreement; \*significance (Chi square) at least.001.

## Learning agreement in practice: a case study of Argos Distribution (Bridgwater) and Unite

The Argos Distribution Bridgwater site employs up to 600 staff at peak, the largest occupational group being employed in warehousing operations. The site is highly unionised, with Unite the largest recognised union. The company has a stakeholder agreement and a well developed system of collective bargaining, which covers training. A learning agreement was signed in 2006. It states that the focus of union learning is on career and personal development that complements company training, although the agreement recognises that “often these forms of training and development overlap and enhance each other”. Around four in ten staff were qualified to NVQ Level 2, but increased levels of automation at the workplace had increased the need for understanding of computers and basic numeracy.

The signing of a national learning agreement spurred the development of union learning at the site. Local union convenors brought back the details of the national agreement and sought to build learning activity at the site from this, starting with the recruitment of eight on-site ULRs. A learning centre was established in 2007. In 2008 the company made a £100,000 learning budget available, to be shared across sites, with ULRs managing the budget. The site was awarded £19,000 towards the initial set-up costs of the learning centre, with a budget of £15,000 per year subsequently. Learning was offered on the basis of 50-50 split between company and personal time, with company time paid for out of the learning budget. The learning agreement also established the means for a bi-monthly Lifelong Learning Steering Committee (with management, union and ULR representation), which played an ongoing role in overseeing the learning budget. As a manager explained, financial support for learning was offered on an open basis, but with reference to the learning agreement: “anything anyone wants we will have a look at, and if it falls within the learning agreement we’ll try and process it”.

The learning centre works in partnership with a local college, which helped to purchase and services ten computers. Additional learning resources included language disks and reading materials. At first the ULRs wanted to offer learning opportunities that covered ‘anything and everything’, but were advised to start with literacy and numeracy. The learning offered was then extended to include a range of IT courses. While there had been high demand for learning, engagement had also been an ongoing issue. For example, the 50-50 funding model was seen as a barrier for some staff, as some staff were unable to get involved in learning in their own time. As a result the ‘time off’ policy was changed to offer fully paid time for literacy, numeracy and absolute IT beginner’s course.

Through the mechanism of the learning committee, ULRs had reported and recorded detailed learner outcomes for the site. In total, 14 different courses had been run, with 228 course completions. Just over a third of the workforce had been on at least one course, with many progressing further. Two thirds of all learners completed at least two courses and a quarter had taken three or more. Management also reported a range of softer organisation outcomes that had contributed to workplace culture, including improved staff morale and confidence.

No significant findings were reported for health and safety or staff turnover. In the latter case reported increases as a result of union learning were very low anyway (just 4 per cent), while health and safety is subject to wider legal obligations that learning agreements would be unlikely to influence. At a less substantive level, associations were also reported by a high minority of employers for increased levels of employee commitment, service/quality indicators and organisational performance. Thus, where an employer had a learning agreement just over four in ten (42 per cent) reported that organisational performance had increased as a result of union learning activities, compared to less than a quarter of employers (24 per cent) without a learning agreement.

Once again, these findings were further examined to ascertain the extent to which associations with learning agreements were robust. When joint learning committees or current ULF projects were added to the mix none of the associations with learning agreements remained statistically significant.

In summary, the findings from the employer survey revealed that employers had engaged widely with the union-led learning agenda and, to some extent, perceived that this had impacted on learning policy and practice and wider organisational outcomes. When workplaces with learning agreements were compared to workplaces without learning agreements, employers' responses were generally more positive. However, the analysis took care not to place too much weight on this single association, as the wider context of learning agreements may also be important. Notably, the presence of a ULF project or a learning committee may well be just as important as learning agreements for prompting more favourable employer responses. This suggests that the relationship between union-led learning and wider organisational outcomes will be associated with a variety of factors, and union learning agreements may be just one of those factors. Teasing out such contextual factors requires more detailed multivariate analysis. Initial multivariate analysis, not reported

here, suggests that learning agreements and learning committees may well interact in a positive way, but this needs further research. Understanding such processes is best explored through qualitative cases of good practice, an example of which is now considered.

The case study on page 33 illustrates the way that union learning had become embedded within the joint work between union and company. The ULR team had developed considerable capacity to set up and run the learning centre; so much so that management recognised the benefit of working through ULRs in the development of a new NVQ programme. The management of this activity would normally be given as a secondment to a team manager. The activities of the Argos ULRs included the 'normal' ULR role of IAG, encouraging learners, organising courses, learner support and negotiation with management. The ULRs had also been involved in the administration of the ULF. The case shows how the union learning agenda, supported by a learning agreement and central budget for learning can make an impact on workforce learning. The key to success has been an active group of ULRs that had worked with the support of management to engage learners on an ongoing basis and to support learners to access learning. *The learning agreement was seen as a key tool and had been actively used by the learning committees as a point of reference for joint work.*

# Conclusions

The development of workplace learning agreements can be seen as one of the success stories of union learning activity. Relatively uncommon and unknown before the introduction of the ULF in 1998, they have become both a key outcome and institution of union learning. Previous research for unionlearn has suggested that learning agreements have been signed in more than half of all ULR recognised workplaces and that learning agreements may contribute to more effective union learning activity and outcomes. This report has sought to illuminate the practice of learning agreements, drawing from the first detailed content analysis of learning agreements and the largest survey of employers conducted to date.

Ascertaining the total number of learning agreements is not that straightforward an exercise. Different figures have been quoted from different sources. The most reliable source is the database of ULF projects, which records some 1,777 since 2002. This figure does not, however, equate to a recordable and tangible number of hard copy agreements. It also includes a degree of double counting, due to multi-union agreements. As the recent national evaluation of the ULF and unionlearn concluded, there is an administrative job to be done in terms of collating and collecting reliable data and copies of learning agreements (Stuart et al, 2010). Nonetheless, the reach of union learning agreements appears to be extensive, in terms of industry and union. While statistics suggest that there may be relatively little difference in terms of the numbers of agreements in the public and private sectors, this would underestimate the reach of public sector agreements. There are notable national level learning agreements across the Department for Work and Pensions, the National Service and Her Majesty's Prison Service, for example. More specifically, learning agreements are more likely to have been established in employers with high levels of union recognition, strong frameworks for bargaining and partnerships and commitment to learning policy in general and union learning in particular.

There is a great deal of variety in terms of the content of learning agreements. Comparison with partnership agreements (Samuel and Bacon, 2010) suggests that learning agreements may be likely to be procedurally focused with limited substantive ambition. There is some evidence to support this position. The majority of agreements have some stated commitment to working in partnership and an equal opportunities approach and the establishment of a joint learning committee. Less common is detail on how equal access is to be achieved, employer funding and policy developed and the outcomes of learning achieved. Nonetheless, there is also evidence that learning agreements go beyond the basic formulation of dialogue structures. Around two-thirds of agreements specify the arrangements agreed for time off for learning and a little over half do so specifically in relation to paid time off. Likewise, nearly eight in ten agreements reference the process for the identification of learning needs and the facilities agreed for ULRs. Learning agreements are also more likely than partnership agreements to have stated grievance procedures, detailed in around half of all cases.

It may well be that substantive concerns can be more easily elaborated in 'single issue' agreements on learning, compared to the more general nature of partnership agreements (Munro and Rainbird, 2004). Even so, the substantive detail and ambition of many agreements could be further elaborated. It is important, however, not to dismiss the procedural emphasis of agreements. For the majority of employers joint learning committees would not have existed prior to the conclusion of a learning agreement and where they are more longstanding learning agreements provide a useful tool to guide joint working. It could also be argued that often unions prefer not to specify substantive clauses too precisely as this can close off new avenues for development and negotiation. Instead, they may prefer framework agreements that just specify a commitment to joint working. In the main though few learning agreements seem to resemble basic

framework-type agreements, they are far more detailed than that, and where they do they tend to relate specifically to the establishment of workplace learning centres.

In terms of outcomes, the impact of learning agreements was found to be extensive. Statistical analysis found that learning agreements were associated with increased employer involvement in a wide range of union learning activities, not least the setting up of joint learning committees. But the impact was found to be wider than that, extending to employer learning policy and practice and general organisational outcomes relating to performance, the industrial relations environment and employee outcomes. These positive findings indicate that learning agreements can make a difference to the nature and outcome of union learning. But they also raise further questions. First, to what extent is the impact actually down to learning agreements? Second, if learning agreements do have such a positive impact, how exactly does this work? Previous research suggests that learning agreements may be just one of a number of support factors that influence the outcomes of union learning. This proposition was examined by testing potential associations with joint learning committees and ULF projects. While there were some cases where the impact of learning agreements remained, such as increased numbers of employees gaining qualifications, it appears that union learning has most impact when a combination of support measures and institutions work together (Saundry et al, 2007).

This largely confirms the qualitative case studies of Wallis and Stuart (2007), who assert that the partnership arrangements that develop around learning may be more significant than the learning agreements per se. Further multivariate statistical analysis could seek to tease out the impact of different individual and combinations of supporting factors and institutional arrangements, but this would not explain how such factors have an impact at the workplace. More careful qualitative research is therefore also needed to understand such processes.

The key role of learning agreements should not, however, be underplayed. While ULF projects and joint learning committees also have a role to play, they are clearly intricately related to learning agreements. ULF projects typically have as an aim the establishment of learning agreements, and as our findings have shown many learning agreements form the basis for the establishment and working of joint learning committees. Where such committees do not exist, learning agreements provide a vital back stop for union learning activity. In an era characterised by the more general decline of formal industrial relations procedures, even in highly unionised environments (Brown et al, 2009), the rise of learning agreements marks a novel departure. Future research needs to map out more carefully the way in which such agreements contribute to the working of joint learning committees and the processes by which bargaining over learning develops and learning outcomes are secured.

# Recommendations

A number of unions have designed their own ‘model learning agreements’. These are often tailored to the specific industrial environments of particular unions. However, the content analysis of learning agreements suggests a number of central constituent elements that are worth detailing as far as is practicable in all agreements:

**i. Aims and objectives:** most agreements specify a desire for partnership working between unions and employers. This can be extended to include more precise formulations of what type of learning culture the agreement is looking to promote and what the target learning outcomes are. Agreements typically reference learning outcomes in terms of external government agendas or vague notions of the learning organisation. This could be more target driven, in terms of the proportion of the workforce qualified to a certain level, with time frames for revision. This applies just as much to equality opportunity clauses, which should make their intention and monitoring clear.

**ii. Roles and responsibilities:** around half of agreements detail the roles and responsibilities of the parties involved and include management, unions and ULRs. Very few cover employees. Such roles and responsibilities could be clearly elaborated and also more extensive. Agreements should not just detail ULR roles and responsibilities and should include management stakeholders.

**iii. Procedural committees:** Wherever possible, agreements should specify some sort of forum that oversees union learning activity on a day-to-day basis. Three quarters of agreements establish a joint learning committee, but they do not always state the composition of such committees or how regularly they meet. Such stipulations are important. Agreements should also aim to detail the issues for consideration by such committees, as well as how they integrate to wider organisational practice, industrial relations machinery and budgetary provisions for learning investment.

**iv. Substantive provisions:** Most agreements could provide more detail on this and more explanation of how substantive ambition relates to procedural arrangements. As a rule agreements should aim to establish the aims and means for:

- workplace learning centres – including access rights and funding
- identification of learning needs – this is about more than procedure. Many agreements reference learning needs, but are quite vague on how learning needs are identified and what needs analysis leads to. More specification of (joint) process and action planning is needed.
- time-off arrangements – this should be clear in terms of the type of learning covered (work, non-work, combination of both), the amount of time provided and how time off is to be provided. Where the employer agrees to pay, it should be clear what this means exactly. Likewise, where a 50-50 arrangement has been agreed, how exactly does this work? Specific incentives for learners should be specified and wherever possible encouraged.
- ULR facility – this should be a mandatory provision for learning agreements and should cover resources, time and reference to the Acas code.
- link to wider employer learning policy – how can union learning be supported by extant appraisal schemes, learning plans and budgets? How can employer contributions be leveraged?

**v. Monitoring and guarantees:** Agreements should detail closely how union learning activity is to be monitored, how this can be done jointly, how this feeds back into the deliberations of the joint learning committee and how agreements are updated on a regular basis. Guarantees should cover safeguards for individuals, in terms of confidentiality issues in relation to learning needs assessments for example, as well as wider safeguards for existing industrial relations machinery (where relevant). There should also be recourse to some sort of grievance machinery.

# References

- Bacon, N. and Hoque, K. (2011) "Union representation and training: the impact of union learning representatives and the factors influencing their effectiveness", *Human Relations*, 64(3): 387–413.
- Bacon, N. and Hoque, K. (2010) "Exploring the relationship between union learning representatives and employer-provided training in Britain", *International Journal of Human Resource Management*, 21(5): 720–741.
- Bacon, N. and Samuel, P. (2009) "Partnership agreement adoption and survival in the British private and public sectors", *Work, Employment and Society*, 23(2): 231–48.
- Brown, W., Bryson, A., Forth, J. and Whitfield, K. (eds) (2009) *The Evolution of the Modern Workplace*. Cambridge: Cambridge University Press.
- Guest, D. and Peccei, R. (2001) "Partnership at work: mutuality and the balance of advantage", *British Journal of Industrial Relations*, 39(2): 207–236
- Heyes, J. and Stuart, M. (1998) "Bargaining for skills: trade unions and training at the workplace", *British Journal of Industrial Relations*, 36(3): 459–467.
- Hollinrake, A., Antcliff, V., and Saundry, R. (2008) "Explaining activity and exploring experience – findings from a survey of union learning representatives", *Industrial Relations Journal*, 39(5): 392–410.
- Hoque, K. and Bacon, N. (2008) "Trade unions, union learning representatives and employer provided training in Britain", *British Journal of Industrial Relations*, 46(4): 702–731.
- Kelly, J. (2005) "Social partnership agreements in Britain", in M. Stuart and M. Martinez Lucio (eds) *Partnership and Modernisation in Employment Relations*, London, Routledge.
- Kersley, B., Alpin, C., Forth, J., Bryson, A., Bewley, H., Dix, G. and Oxenbridge, S. (2006) *Inside the Workplace: Findings from the 2004 Workplace Employment Relations Survey*. London: Routledge.
- McIlroy, J. (2008) "Ten years of New Labour: Workplace learning, social partnership and union revitalisation in Britain", *British Journal of Industrial Relations*, 46,2: 283–313.
- Munro, A., and Rainbird H (2004) "Opening doors as well as banging on tables: an assessment of UNISON/ employer partnerships on learning in the UK public sector", *Industrial Relations Journal*, 35,5:419–433.
- Rainbird, H. and Stuart, M. (2011) "The state and union learning in Britain", *Work, Employment and Society*, 25(2).
- Saundry, R., Hollinrake, A. and Antcliff, V. (2010) *Union Learning Representatives: activity, impact and organisation – results of the 2009 survey of ULRs and managers*, unionlearn Research Paper No.12, London: unionlearn/TUC.
- Samuel, P. and Bacon, N. (2010) "The contents of partnership agreements in Britain 1990–2007", *Work, Employment and Society*, 24(3): 430–448
- Stuart, M. (1996) "The industrial relations of training: a reconsideration of training arrangements", *Industrial Relations Journal*, 27(3): 253–265
- Stuart, M. and Cook, H. (2011) *Sustaining ULF Activity: finding of the Union Project Officers follow-on survey*, TUC unionlearn.
- Stuart, M. and Martinez Lucio, M. (2005) "Partnership and modernisation in employment relations: an introduction", in Stuart, M. and Martinez Lucio, M. (eds) *Partnership and Modernisation in Employment Relations*. London: Routledge.



Stuart, M. and Robinson, A. (2007) *Training, Union Recognition and Collective Bargaining: findings from the 2004 Workplace Employment Relations Survey*. Unionlearn Research Paper No.4, London: unionlearn/TUC.

Stuart, M., Cook, H., Cutter, J and Winterton, J. (2010) *Evaluation of the Union Learning Fund and unionlearn: preliminary findings*. London: unionlearn.

Wallis, E. and Stuart M. (2007) *A Collective Learning Culture: a qualitative study of workplace learning agreements*. Unionlearn Research Paper 3. London, TUC.

Wallis, E., Stuart, M. and Greenwood, I. (2005) "Learners of the workplace unite!" An empirical examination of the trade union learning representative initiative", *Work, Employment and Society*, 19(2): 283–304.

# Appendix 1: Profile of learning agreements collected

**Table A1: Ranked order of learning agreements by union**

Lead union	Frequency	Percentage <sup>#</sup>
Unite	82	29
GMB	46	17
UNISON	36	13
Usdaw	26	9
PCS	12	4
Community	11	4
Aslef	10	4
POA	9	3
FBU	8	3
BECTU	5	2
BFAWU	5	2
'Others'	5	2
Unity	5	2
UCATT	4	1
URTU	3	1
FDA	2	1
ATL	2	1
NAPO	1	.4
Prospect	1	.4
Connect	1	.4
CWU	1	.4
RMT	1	.4
UCU	1	.4
MU	1	.4

Base = 280/#percentages are rounded to nearest whole number

# Appendix 2

**Table A2: Logistic regression of the determinants of a signed learning agreement**

	Learning agreement		
	B	S.E	EXP(B)
<i>Bargaining context</i>			
When making decisions on pay, managers normally (reference category: do not involve unions at all)			
Negotiate	2.396	0.914**	10.974
Consult	2.211	0.959*	9.122
Inform	2.157	1.135	8.649
When making decisions on training, managers normally (reference category: do not involve unions at all)			
Negotiate	0.236	0.578	1.267
Consult	0.038	0.521	1.039
Inform	-0.350	0.566	0.705
Management is supportive of union role (reference category: not supportive)			
Management is neutral	0.770	1.240	2.160
Management is supportive	1.352	1.228	3.865
Learning committee	1.663	0.308***	5.274
Partnership agreement	0.613	0.329	1.846
<i>Management learning strategies and practices</i>			
Investors in People accreditation	-0.154	0.317	0.858
Staff appraisal scheme	-0.829	0.578	0.436
Organisation-wide training plan	0.340	0.490	1.405
Dedicated training budget	-0.275	0.496	0.760
Workplace learning centre	0.178	0.340	1.195
Time off for start to attend education/ training	0.973	0.694	2.646
External funding for training (e.g. Train to Gain)	0.423	0.372	1.527
Signed Skills Pledge	0.836	0.327*	2.308
<i>Management support</i>			
Financial contribution	-0.053	0.328	0.949
In-kind contribution	-0.111	0.389	0.895
Management time	0.523	0.333	1.688

<b>Workplace characteristics</b>			
Sector (reference voluntary)			
Private	-0.579	1.138	0.560
Public	-1.296	1.115	0.274
Standard Industrial classification major group (Reference category: Public administration and defence)			
Manufacturing	-0.822	0.667	0.440
Wholesale, retail and repair	-0.894	1.141	0.409
Transport, storage and communication	-0.887	0.656	0.412
Financial intermediation	20.384	14646.9	7.124E
Education	-0.776	0.667	0.460
Health and social work	-1.284	0.546*	0.277
Other social and personal services	-1.117	0.871	0.327
Other industry groups	-1.509	0.861	0.221
<b>Workforce size (reference category: less than 50)</b>			
51–100 employees	0.773	0.801	2.166
101–250 employee	-0.136	0.678	0.873
251–500 employees	0.547	0.712	1.728
501–750 employees	-0.280	0.751	0.756
751–1000 employees	1.093	0.823	2.983
>1000 employees	0.307	0.667	1.359
<b>Union density (Reference 0–24%)</b>			
25–49	-0.317	0.753	0.728
50–74	-0.373	0.741	0.689
75–100	0.279	0.761	1.322
Number of observations	344		
Constant	-4.344	2.229*	
Nagelkerke R square			0.465

Note: significance at \*\*\*<0.001; \*\*<0.01; \*<0.05

# Other research papers in the series

All these research papers are free of charge and can be ordered by going to:  
[www.unionlearn.org.uk/policy/learn-1852-fo.cfm](http://www.unionlearn.org.uk/policy/learn-1852-fo.cfm)

## Paper 1

*Union Learning, Union Recruitment and Organising*

By Sian Moore and Hannah Wood

Working Lives Research Institute, London  
Metropolitan University

## Paper 2

*Organising to Learn and Learning to Organise: three case studies on the effects of union-led workplace learning*

By Chris Warhurst, Paul Thompson and Patricia Findlay

Scottish Centre for Employment Research,  
University of Strathclyde

## Paper 3

*A Collective Learning Culture: a qualitative study of workplace learning agreements*

By Emma Wallis and Mark Stuart

Centre for Employment Relations Innovation and Change, University of Leeds Business School

## Paper 4

*Training, Union Recognition and Collective Bargaining: findings from the 2004 workplace employment relations survey*

By Mark Stuart and Andrew Robinson

Centre for Employment Relations Innovation and Change, University of Leeds Business School

## Paper 5

*From Voluntarism to Post-Voluntarism: the emerging role of unions in the vocational education and training system*

By Bert Clough

Unionlearn

## Paper 6

*Estimating the Demand for Union-Led Learning in Scotland*

By Jeanette Findlay, Patricia Findlay and Chris Warhurst

Universities of Glasgow, Edinburgh and Strathclyde

## Paper 7

*Migrant Workers in the Labour Market: the role of unions in the recognition of skills and qualifications*

By Miguel Martinez Lucio, Robert Perrett, Jo McBride and Steve Craig

University of Manchester Business School and University of Bradford School of Management

## Paper 8

*Integrating Learning and Organising: case studies of good practice*

By Sian Moore

Working Lives Research Institute,  
London Metropolitan University

## Paper 9

*The Impact of the Union Learning Representative: a survey of ULRs and their employers*

By Nicholas Bacon and Kim Hoque

Nottingham University Business School

## Paper 10

*Learning Representative Initiatives in the UK and New Zealand: a comparative study*

By Bill Lee and Catherine Cassell

University of Sheffield and University of Manchester Business School

## Paper 11

*Unions and Skills Utilisation*

By Francis Green

Centre for Learning and Life Chances in Knowledge Economies and Societies, Institute of Education, University of London

## Paper 12

*Union Learning Representatives – Activity, Impact and Organisation: results of the 2009 survey of ULRs and their managers*

Richard Saundry, Alison Hollinrake and Valerie Antcliff

Institute for Research into Organisations, Work and Employment, University of Central Lancashire.

## Paper 13

*Co-investing in Workforce Development: outcomes from the collective learning fund pilots*

By Mark Stuart, Bert Clough and James Rees

Centre for Employment Relations Innovation and Change, University of Leeds and unionlearn

## Paper 14

*Learning Journeys: trade union learners in their own words*

By Cilla Ross, Leena Kumarappan, Sian Moore and Hannah Wood

Working Lives Research Institute, London Metropolitan University





Published by unionlearn

Congress House  
London WC1B 3LS

Tel 020 7079 6920  
Fax 020 7079 6921  
[www.unionlearn.org.uk](http://www.unionlearn.org.uk)

October 2011

Design by Rumba  
Printed by Newnorth