

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 19 – Strategic Labour Needs and Training

SCHEDULE 19

Strategic Labour Needs and Training

1. Introduction

- 1.1 Without prejudice to the other provisions in this Agreement relating to Service Provider Personnel, this Schedule 19 sets out the Service Provider's obligations in respect of:
- (A) supporting the TfL Group (and Third Parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
 - (B) ensuring that the Service Provider attracts, develops and retains Service Provider Personnel with the skills necessary to:
 - (1) design, build, implement and install the LCHS Assets and Service Systems; and
 - (2) deliver the Services, throughout the Term.
- 1.2 In this Schedule 19, the following terms shall have the corresponding meanings:

“Apprentice”	means a member of Service Provider Personnel who is registered as an apprentice with an industry recognised body;
“Agreed SLNT Plan”	means the Service Provider's strategic labour needs and training plan set out at Appendix 3 (<i>Agreed SLNT Plan</i>) to this Schedule 19, to be prepared in accordance with the SLNT Plan Template and Approved by TTL;
“Initial SLNT Plan”	means the initial strategic labour needs and training plan submitted by the Service Provider prior to the Effective Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule 19;
“Monthly SLNT Monitoring Report”	means the report to be prepared by the Service Provider in the form set out at Appendix 4 (<i>Monthly SLNT Monitoring Report Template</i>) and submitted to TTL in accordance with the provisions of paragraph 6 of this Schedule 19;
“Relevant Employment Vacancy”	means an employment vacancy within the Service Provider's organisation for a member of Service Provider Personnel;

“Skills and Employment Strategy”	means the TfL Group’s ten (10) year skills and employment strategy, as amended from time to time. A copy of the Skills and Employment Strategy dated October 2008 is provided at Appendix 1 (<i>Skills and Employment Strategy</i>) to this Schedule 19;
“SLNT Co-ordinator”	has the meaning set out in paragraph 3.1 of this Schedule 19;
“SLNT Infraction”	means any breach by the Service Provider of any of its obligations under this Schedule 19;
“SLNT Output”	means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its Sub-Contractors) under this Agreement, as identified and agreed in the Agreed SLNT Plan;
“SLNT Plan Template”	means the template for the SLNT Plan set out at Appendix 2 (<i>SLNT Template</i>) to this Schedule 19, to be completed by the Service Provider;
“Trainee”	means a member of Service Provider Personnel who is registered as a trainee with an industry recognised body; and
“Training Plan”	has the meaning set out in paragraph 4.1 of this Schedule 19.

2. **Agreed SLNT Plan**

2.1 Based on the Initial SLNT Plan, the Service Provider shall:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of TTL; and
- (B) submit a revised copy of the Initial SLNT Plan to TTL for Approval within twenty (20) Working Days of the Effective Date.

2.2 If the Initial SLNT Plan is:

- (A) Approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- (B) not Approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to TTL for Approval within the time period agreed in writing between the Parties. If TTL does not Approve the Initial SLNT Plan following its resubmission, the matters

preventing such Approval shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.3 Without limiting any other provision of this Agreement, the Service Provider shall:
- (A) comply with provisions of the Agreed SLNT Plan; and
 - (B) at no additional cost to TTL and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan:
 - (1) three (3) Months prior to the Operational Commencement Date; and
 - (2) every twelve (12) Months following the Operational Commencement Date or at other times requested by TTL, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Services, LCHS Assets and Service Systems; and
 - (c) any amendments proposed by TTL.
- 2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Change Control Request Procedure and shall not be implemented until approved in writing by TTL.
3. **SLNT Co-ordinator**
- 3.1 Within twenty (20) Working Days of the Effective Date, the Service Provider shall nominate a member of Service Provider Personnel with the necessary skills and authority to:
- (A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
 - (B) act as the single point of contact between TTL Personnel on all matters concerning the Agreed SLNT Plan,
- (the “**SLNT Co-ordinator**”).
- 3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out Schedule 11 (*Key Personnel*).
4. **Training of Trainees and/or Apprentices**
- 4.1 Within five (5) Working Days of the date of a Trainee’s and/or Apprentice’s commencement with the Service Provider, the Service Provider shall prepare and complete a written training plan for such member of Service Provider Personnel. The training plan shall include:

- (A) details of the skills and competencies to be developed and acquired by the Trainee and/or Apprentice; and
 - (B) the timescales by which the Trainee and/or Apprentice should acquire the defined skills and competencies,
- (the “**Training Plan**”).

4.2 The Service Provider shall:

- (A) review and update Training Plans for all Trainees and/or Apprentices each Month; and
- (B) make copies of completed and up to date Training Plans available to TTL Personnel for their inspection.

5. **Local Community Relations**

5.1 The Service Provider acknowledges and accepts that members of the TfL Group work closely with Third Party organisations to implement the Skills and Employment Strategy.

5.2 Accordingly, the Service Provider shall:

- (A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of TTL Personnel (and/or any Third Parties nominated by the TfL Group) of such advertisement, providing details of the:
 - (1) Relevant Employment Vacancy;
 - (2) date of the advertisement; and
 - (3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and
- (B) attend a maximum of two (2) events each year, at a time and location specified by TTL, to publicise employment and training opportunities arising from the provision of the Services.

6. **Monitoring and Reporting**

6.1 Subject to paragraph 6.2 below, the Service Provider shall provide TTL with a Monthly SLNT Monitoring Report by the Performance Indicator Report Date detailing the Service Provider’s performance against the Agreed SLNT Plan.

6.2 Failure to provide TTL with a copy of the Monthly SLNT Monitoring Report within the timescales set out in paragraph 6.1 above shall constitute a failure to meet the Acceptable Service Level in accordance with PI 35.3 (*Strategic Labour Needs and Training*) of Schedule 5 (*Service Level Agreement*).

- 6.3 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the:
- (A) development and maintenance of Training Plans; and
 - (B) collection and reporting of the information to TTL pursuant to paragraph 6.1 above.

7. **SLNT Infractions**

7.1 Failure to:

- (A) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
- (B) review the Agreed SLNT Plan in accordance with paragraph 2.3 of Schedule 19 (*Strategic Labour Needs and Training*),

shall constitute a failure to meet the Acceptable Service Levels in accordance with PI 35.2 and PI 35.4 respectively (*Strategic Labour Needs and Training*) of Schedule 5 (*Service Level Agreement*).

8. **SLNT Audit**

- 8.1 TTL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Schedule 19.
- 8.2 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule 19 for a minimum of seven (7) years.
- 8.3 TTL shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider is not, without due cause, disrupted or delayed in the performance of the Service Provider's obligations under this Agreement.
- 8.4 The Service Provider shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (A) granting or procuring the grant of access to any:
 - (1) premises used in the Service Provider's performance of this Agreement, whether the Service Provider's own premises or otherwise;
 - (2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's

obligations under this Schedule 19, wherever situated and whether the Service Provider's own equipment or otherwise; and

- (B) complying with TTL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Agreement.

APPENDIX 1 TO SCHEDULE 19

Skills and Employment Strategy

A copy of the Skills and Employment Strategy can be obtained from:

<http://www.tfl.gov.uk/assets/downloads/corporate/Skills-and-employment-strategy-march09.pdf>

APPENDIX 2 TO SCHEDULE 19

SLNT Template

SLNT PLAN TEMPLATE

The SLNT Plan Template comprises two components:

- a Strategic Labour Needs and Training Activity Breakdown; and
- Strategic Labour Needs and Training Method Statement.

1. SLNT Activity Breakdown

The SLNT Activity Breakdown shall:

- show the Service Provider's proposed SLNT activity to achieve the required SLNT outputs across the Term;
- be prepared using the tables provided below; and
- be constructed in relation to the each phase of the Agreement, as defined in Schedule 3 (Milestones and Deliverables)

SLNT Activity Breakdown

SLNT Category		Design & Build	Operate & Maintain	Totals	Cross Check	
					SLNT Value	SLNT Totals
Worklessness						
- Apprentices (FTE)	Y				1	
- Job Starts (FTE)	Y				1	
- Placement Positions (Days)	Y				200	
New Entrants						
- Apprentices (FTE)	Y				1	
- Job Starts (FTE)					1	
- Graduates (FTE)					1	
Trainee's						
- Placement Positions (Days)					200	
- Taster Positions (Days)					100	
Current Workforce						
- Adult Apprentices (FTE)	Y				1	
- Workforce Skills (Days)					100	
Educational Activities (Days)					50	

2. SLNT Method Statement

The SLNT Method Statement shall detail the practical activities the Service Provider shall take to implement the SLNT Activity Breakdown, as per the following template:

Title: <i>Delivery Against TTL Priorities</i>
<p>This should include:</p> <ul style="list-style-type: none"> • The qualifications and training programmes identified; • Named staff resource to be deployed to support the activity; • External funding streams identified to support the activity; • Assumptions made in preparing proposing the activities; • Any input required from TTL to undertake these activities.
<p><i>Worklessness</i></p> <p>Content:</p>
<p><i>Apprentices</i></p> <p>Content:</p>
<p>Adult Apprentices</p> <p>Content:</p>
<p>New Entrants (Job Starts and Graduates)</p> <p>Content:</p>

<p>Trainee's (Placement Positions and Taster Positions)</p> <p>Content:</p>
<p>Current Workforce (Workforce Skills)</p> <p>Content:</p>
<p>Schools Engagement Activity</p> <p>Content:</p>
<p>Title: Supply Chain Compliance</p>
<p>This should include:</p> <ul style="list-style-type: none"> • How the Service Provider will include SLNT considerations in the selection, contracting and management of Sub-Contractors; • How the Service Provider will ensure your Sub-Contractors are aware of appropriate TTL/government support and funding streams for any SLNT activity they will be undertaking towards your stated SLNT outputs; • How the Service Provider will facilitate engagement between TTL's Project Manager/ Site Skills Co-ordinator and your supply chain to ensure that available funding streams and training programmes can be maximised.
<p>Title: SLNT Monitoring & Co-ordination</p>
<p>Content: (Max 250 words)</p> <ul style="list-style-type: none"> • Describe who will be responsible for implementing, managing and reporting SLNT activity within the Service Provider : • What are the administrative and management arrangements that will be operated in relation to your SLNT activity? • How will the proposed role/ structure interact with TTL?
<p>Title: SLNT Implementation Arrangements</p>

Content: (Max 250 words)

The arrangements that the Service Provider will put in place to put the plan into action during contract implementation including:

- The transfer of knowledge from bid team to the project team
- Engagement with TTL to develop the agreed SLNT Delivery Plan
- Appointment of the SLNT Co-ordinator and establishment of the required administration, management and reporting structures

APPENDIX 3 TO SCHEDULE 19

Agreed SLNT Plan

[NOTE: Plan submitted as part of bid will form basis for discussions in respect of the Agreed SLNT Plan. Parties to agree.]

APPENDIX 4 TO SCHEDULE 19

Monthly SLNT Monitoring Report Template

SLNT Monitoring Form

Organisation: _____

Date: _____

TfL Period: _____

SLNT Category	TfL Priority	Numbers				Additional Detail/ Information
		Annual Target	Annual Forecast	Outputs this Month	Outputs To Date	
Worklessness						
- Apprentices (FTE)	Y					
- Job Starts (FTE)	Y					
- Placement Positions (Nos)	Y					
New Entrants						
- Apprentices (FTE)	Y					
- Job Starts (FTE)						
- Graduates (FTE)						
Trainee's						
- Placement Positions (Nos)						
- Taster Positions (Nos)						
Current Workforce						
- Adult Apprentices (FTE)	Y					
- Workforce Skills (Days)						
Educational Activities (Days)						
Output Summary Highlights						
Issues/ Concerns						