Schedule 13

Strategic Labour Needs and Training

1. **Introduction**

1.1 Without prejudice to the other provisions in this Agreement relating to the Contractor's Personnel, this Schedule 13 sets out the Contractor's obligations in respect of:

(A) supporting the TfL Group and the Company in the implementation of the Skills and Employment Strategy; and

(B) ensuring that the Contractor attracts, develops and retains Contractor Personnel with the skills necessary to deliver the [Works]/[Services][3], throughout the term of the Agreement and each Contract and any extended term.

1.2 In this Schedule 13, the following terms shall have the corresponding meanings:

"Apprentice"	means a member of Contractor Personnel who is registered as an apprentice with an industry recognised body;
"Agreed SLNT Plan"	means the Contractor's strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule 13, to be prepared in accordance with the SLNT Plan Template and approved by the Company;
"Initial SLNT Plan"	means the initial strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*), submitted by the Contractor prior to the Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule 13;
"Monthly SLNT Monitoring Report"	means the report to be prepared by the Contractor in the form set out at Appendix 4 (*Monthly SLNT Monitoring Report Template*) and submitted to the Company in accordance with the provisions of paragraph 6 of this Schedule 13;
"Relevant Employment Vacancy"	means an employment vacancy within the Contractor's organisation for a member of Contractor 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 (*Skills and Employment Strategy*) to this

[3] Delete as applicable

Schedule 13;

"SLNT Co-ordinator"	has the meaning set out in paragraph 3.1 of this Schedule 13;
"SLNT Infraction"	means any breach by the Contractor of any of its obligations under this Schedule 13;
"SLNT Output"	means the minimum number of Apprentice positions or equivalent to be delivered by the Contractor (either directly through its own personnel and the personnel of its Sub-Contractors) under this Agreement and any Contract, as identified and agreed in the Agreed SLNT Plan;
"SLNT Plan Template"	means the template for the SLNT Plan set out at Appendix 2 (*SLNT Template*) to this Schedule 13, to be completed by the Contractor;
"Trainee"	means a member of Contractor 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 13.

2. Agreed SLNT Plan

2.1Based on the Initial SLNT Plan, the Contractor shall:

(A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Company; and

(B) submit a revised copy of the Initial SLNT Plan to he Company for approval within twenty (20) Working Days of the Commencement Date

2.2If the Initial SLNT Plan is:

(A) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or

(B) not approved, the Contractor shall amend the Initial SLNT Plan and re-submit it to the Company for approval within the time period agreed in writing between the Parties. If the Company do not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the Escalation Procedure set out in Schedule 12 (Contractor Performance).

2.3Without limiting any other provision of this Agreement, the Contractor shall:

(A) comply with the provisions of the Agreed SLNT Plan; and

(B) at no additional cost to the Company and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan:

(1) three (3) Months prior to the Commencement Date; and

(2) annually not later than each anniversary of the Commencement Date or at such other times requested by the Company, to reflect:

(a)good industry practice;

(b)any changes to the nature of the Services, and

(c)any amendments proposed by the Contractor or the Company.

2.4Any changes or amendments to the Agreed SLNT Plan shall be subject to the Contract Variation Procedure and shall not be implemented until approved by the Company.

3. **SLNT Co-ordinator**

3.1Within twenty (20) Working Days of the Commencement Date, the Contractor shall nominate a member of Contractor 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 the Company nominated personnel on all matters concerning the Agreed SLNT Plan,

3.2The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out in Schedule 11.

4. **Training of Trainees and/or Apprentices**

4.1Within five (5) Working Days of the date of a Trainee's and/or Apprentice's commencement with the Contractor, the Contractor shall prepare and complete a written training plan for such member of the Contractor 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,

4.2The Contractor 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 the Company for their inspection.

5. **Local Community Relations**

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

5.2Accordingly, the Contractor shall:

(A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of the Company 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 the Company, to publicise employment and training opportunities arising from the provision of the Services.

6. **Monitoring and Reporting**

6.1Subject to paragraph 6.2 below, the Contractor shall provide the Company on a monthly basis with a Monthly SLNT Monitoring Report in the form set out in Appendix 4 to this Schedule 13 detailing the Contractor's performance against the Agreed SLNT Plan.

6.2Failure to provide the Company 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 performance levels in accordance with Schedule 12 (Contractor Performance).

7. **SLNT Infractions**

7.1Failure 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 13.

shall constitute a failure to meet the Service Delivery Indicators "SDI" in accordance with Schedule 12 (Contractor Performance).

APPENDIX 1 TO SCHEDULE 13

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 13

SLNT Template

NOTE TO CONTRACTORS:

The Contractor's completed SLNT template shall be inserted in this Appendix 2.

APPENDIX 3 TO SCHEDULE 13

Initial/Agreed SLNT Plan

NOTE TO CONTRACTORS:

Contractors are required to submit their proposed Strategic Labour Needs and Training Plan in accordance with the requirements described in the S pecification

The Initial SLNT Plan will be inserted in this Appendix 3. When the content of such plan is approved by the Company such plan shall become the Agreed SLNT Plan and shall replace the Initial SLNT Plan.

Appendix 4 to SCHEDULE 13
Periodic SLNT Monitoring Report Template

SLNT Monitoring Form
Organisation: _____
Date: _____
TfL Period: _____

SLNT Category	TfL Priority	Numbers				Additonal 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