

LONDON UNDERGROUND LIMITED

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR STATION SERVICES OPERATIONAL STAFF

This statement gives information about your employment with London Underground Limited (LUL) and is issued in accordance with the Employment Rights Act 1996. It contains a summary of the Main Terms and Conditions of Employment. Full details are contained in the Agreement for Operational Staff and Operational Managers ("Agreement") which is available from HR Services or in the agreements section of the Employee Relations intranet site.

The Head Office of LUL is situated at 55 Broadway, London SW1H 0BD. It is a subsidiary company of Transport for London Group.

PERSONAL DETAILS Surname:
Forename(s):

JOB TITLE AND STARTING DATE

Your employment with LUL as a Customer Service Assistant will commence on.

CONTINUOUS SERVICE

You period of continuous employment began on.

Your continued employment in this job is subject to the satisfactory completion of any necessary training course(s) to enable you to carry out the full duties and responsibilities of the job.

LOCATION

LUL reserves the right to require you to work at any location it may determine from time to time within the area served by LUL. You may be required to work outside this area from time to time.

EMPLOYMENT

Your employment is a full time occupation and during the period of your employment you will devote the whole of your time and attention as required to perform your duties. If work normally carried out by your grade is not available or if you are unable to do your job for other reasons you may be required to do other work for which you are qualified and medically suitable. In addition, you may be required to undertake other work for LUL for which you have received training either on a temporary or permanent basis. You must not engage in any employment outside of LUL without the prior written consent of your Employing Manager.

HOURS OF WORK

Your contractual weekly hours of work are 35 hours per week and the average number of shifts per week is 5.

On reasonable notice, your working pattern may be changed to meet the needs of the business. This will be done in accordance with the Framework Agreement for Station Staffing.

For full time employees working 35 hours per week, you will be rostered to work 37.5 hours a week. The extra 2.5 hours worked per week will accrue over the year to give you up to 15 bank rest days. These hours and shifts may be averaged out over a year in accordance with the duty rosters and current Trades Union Agreements. Duty rosters operate on a 24 hour, 7 day a week basis and include statutory holidays.

You may be required to work overtime as additional, unrostered, hours which must be authorised in advance, in writing, by your Employing Manager. Unless time off in lieu can be given, overtime will be paid to the nearest quarter of an hour at the contractual hourly rate enhanced by 25% when you work in excess of 37.5 hours per week.

SALARY

Your contractual salary on appointment will be £xxx per annum based on your contractual hours of 35 per week.

Whilst undergoing training for this position, you will receive a training rate of £xxxx per annum until you have qualified as a Customer Service Assistant.

PAYMENT PERIOD

Salaries are paid at 4-weekly intervals usually on a Wednesday by direct credit transfer to a bank or building society account notified by you.

ATTENDANCE AT WORK

You are required to attend work regularly and on time at the places advised to you by your Employing Manager. Failure to do so may result in disciplinary action being taken against you in accordance with the LUL Disciplinary Procedure.

PROBATION

You will be required to complete a probationary period of 6 months from the beginning of your period of continuous employment. On satisfactory completion of the probationary period, your employment will be confirmed. If, during the period of your probation, LUL is not satisfied with your performance, your employment may be terminated with one week's notice or the probationary period may be extended up to a maximum of 12 months.

ANNUAL LEAVE

You are entitled to 7.4 weeks' annual leave per annum inclusive of statutory holidays. For part-time employees you are entitled to 7.4 weeks' annual leave pro-rata per annum to the period worked. This is inclusive of such statutory holidays as fall due on the days you are contracted to work. The annual leave year runs from 1 January to 31 December.

Dates on which leave is taken will be allocated to you in accordance with the Framework Agreement Station Staffing.

Payment in lieu of leave will not be made other than on termination of your employment.

For staff with 25 or more years' continuous service 1 additional day will be added to their leave entitlement. For staff with 40 or more years' continuous service 2 additional days will be added to their leave entitlement.

Where you are employed for part of a year only (either on commencement or termination of your employment) you will be entitled to be paid holiday pro-rata to the number of complete calendar months worked by you in the relevant calendar year. On the termination of your employment, where you have taken more or less than your holiday entitlement in the annual leave year, an adjustment to your final salary will be made on a pro-rata basis calculated on your normal contractual salary rate. The adjustment will be either by way of deduction if you have taken more than your entitlement or by way of an additional payment where you have taken less than your entitlement.

ANNUAL LEAVE FOR NEW APPOINTMENTS

Any reasonable periods of annual leave arranged prior to your appointment will be honoured during your first year of employment at management's discretion. Unpaid leave may be used to supplement your pro-rata entitlement during your first year of service subject always to the operational needs of the business and the discretion of your Employing Manager.

ANNUAL LEAVE PAY

You will be paid your normal contractual salary whilst on annual leave without taking into consideration any shift allowance or overtime allowance.

SICK PAY AND SICK LEAVE

Provided you comply with LUL's sickness absence reporting requirements, whilst on sick leave you are eligible for sick pay and you will be paid your normal contractual salary without taking into consideration any shift allowance or overtime allowance, in accordance with LUL's sick pay rules. The sick pay rules can be amended from time to time without notice and details of the rules are contained in Appendix 1 to the Statement of the Main Terms and Conditions of Employment for Operational Staff and Operational Managers. This does not affect LUL's right to terminate your contract prior to the expiry of the maximum sick pay period. Working in non-LUL employment whilst in receipt of LUL sick pay is prohibited and may result in disciplinary action.

ASSAULT PAY

If you are off sick as a result of being assaulted on duty, you will receive your normal contractual salary in accordance with the existing arrangements as detailed in Appendix 1 of the Statement of Main Terms and Conditions of Employment for Operational Staff and Operational Managers.

PENSION

Provided you are aged 16 or over and under age 75 you will automatically become a member of the TfL Pension Fund on entering the Employer's service. You may opt-out of membership at any time on giving written notice. The opting out form is available from the Fund Office or on the website at www.tflpensionfund.co.uk. If, after opting out, you want to rejoin the Fund, you may do so by giving notice in writing to the Fund Office. However your eligibility to certain Fund benefits may require the consent of the Trustee and your employer, for which they may require you to provide evidence as to your state of health. The TfL Pension Fund is a final salary scheme and members are contracted-out of the State second pension. Contributions and benefits for members are governed by the terms and conditions of the TfL Pension Fund as set out in its Rules. Details can be obtained from your local human resources office. In signing this contract, you confirm that you understand and accept the information set out in the Member Guide (which includes information on the employee contributions which will be deducted from your salary).

TRAVEL CONCESSIONS

Travel concessions are granted in accordance with the conditions contained on the TfL intranet site (People & Development - Recognition & Benefits - Staff travel - Conditions of Use and Restrictions). These concessions are non-contractual and may be withdrawn at any time. If they are withdrawn, or cease to be available on particular services, no compensation will be paid.

MEDICAL EXAMINATION

Your appointment to this post is conditional on a recommendation from LUL's Occupational Health Department that you are fit to undertake it. If you are required to undergo a physical examination, an appointment will be made for you.

LUL can require you to have a medical examination with an Occupational Health doctor/consultant and/or a consultant selected by LUL at any time during your employment for the purpose of obtaining advice concerning your continued fitness to carry out your current post or, where applicable, another post.

DRUGS AND ALCOHOL

You are required to comply with the Alcohol and Work and Drugs and Work Standards, copies of which can be obtained from HR Services.

Your employment as a Customer Service Assistant is classified as Safety Critical. Therefore, at any time whilst on duty, or reporting for duty, you may be required, on request by an authorised person, to provide a specimen of breath and/or urine for the purpose of medical screening for alcohol and prohibited drugs, in accordance with these Standards. Any failure to comply will be a disciplinary offence, which may render you liable to summary dismissal.

REFERENCES

Your employment is conditional on the receipt of references satisfactory to LUL. If it is subsequently discovered that your references are not genuine, that you have misrepresented your past history, experience or qualifications, or that you have not disclosed a relevant unspent conviction, your employment may be terminated at any time in accordance with the Discipline Standard and Discipline At Work Procedure, copies of which can be obtained from HR Services.

CRIMINAL CONVICTIONS

You are required to inform your Employing Manager of any current or unspent criminal convictions against you. Failure to do so could result in disciplinary action being taken against you and may result in your dismissal.

NOTICE OF TERMINATION

If you cease to have the right to work in the UK, the Company will be entitled to terminate your contract at any time without notice or payment in lieu of notice.

If you wish to resign from LUL, you must give four weeks' notice in writing to your Employing Manager.

Providing you have been employed continuously for one month (and have successfully completed your probationary period), LUL will give you four weeks' notice if your employment is to be terminated up to the first five years of service. Once you have completed five years' service, the notice LUL will give you will increase by one week each year up to a maximum of twelve weeks for twelve years' service and above.

Notwithstanding the paragraph above, LUL may, in its sole and absolute discretion, terminate the employment at any time and with immediate effect by paying a sum in lieu of notice ("Payment in Lieu") equal to the basic salary (as at the date of termination) which you would have been entitled to receive during the notice period referred to above (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

- (a) any bonus payments that might otherwise have been due during the period for which the Payment in Lieu is made;
- (b) any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and
- (c) any payment in respect of any holiday entitlement that would have been accrued during the period for which the Payment in Lieu is made.

LUL reserves the right to dismiss without notice any employee guilty of gross misconduct in accordance with the Discipline Standard and Discipline At Work Procedure, copies of which can be obtained from HR Services.

SUSPENSION

LUL may suspend you with pay pending the outcome of disciplinary proceedings. During such a period of suspension, LUL may require you to stay away from your place of work, not to undertake some or any of your duties or to undertake other duties. During any such period of suspension, you will be paid your normal contractual salary without taking into consideration any shift allowance or overtime allowance.

DISCIPLINARY, GRIEVANCE AND WORKPLACE HARASSMENT PROCEDURES

Current Disciplinary, Grievance and Harassment and Bullying procedures apply to you. Details are available from HR Services.

The procedures do not form part of your Main Terms and Conditions of Employment and can be amended from time to time.

If you have a grievance about your employment you should normally raise the matter in the first instance with your Employing Manager. You can appeal against the outcome of a grievance by raising it in writing in accordance with the Grievance Procedure through HR Services.

If you wish to appeal against a disciplinary decision, you should put your appeal in writing and submit it through HR Services. It will be considered by a more senior manager than the manager who made the original disciplinary decision.

DISCIPLINARY SANCTION

Where disciplinary proceedings are taken against you, LUL reserves the right at its discretion to impose upon you a disciplinary sanction such as, without limitation, transfer, demotion or loss of seniority whether or not the imposition of such a sanction results in a reduction of your pay. Such a sanction may be imposed in addition to a warning issued under LUL's disciplinary rules and procedures or as an alternative sanction to dismissal.

DEBTS

You hereby authorise LUL to deduct from your pay (including holiday pay, sick pay, bonus (if applicable) and pay in lieu of notice) any amounts which are owed by you to LUL.

TRADES UNIONS

You have the right to belong to a Trades Union and to take part in its duties and activities. The Machinery of Negotiation and Consultation and the Health and Safety Machinery that apply to your employment are available from HR Services or in the Agreements section of the Employee Relations intranet site.

The Employee Relations intranet site also contains details of the Trades Unions entitled to negotiate on your behalf. Your employment is therefore affected by any collective agreement from time to time in effect, having been agreed between LUL and the relevant Trades Unions. The terms of any such collective agreement form part of your Main Terms and Conditions of Employment. Terms and conditions of collective agreements may be amended by agreement with the recognised Trades Unions. Any collective agreements with Trades Unions to which LUL is or may become a party are a matter between LUL and the Union and do not confer or create rights between you and LUL.

PRIVACY & DATA PROTECTION

Processing of personal data

The Employer, its Group Companies, the TfL Pension Fund and its service providers will comply with privacy and data protection legislation relating to the processing of your personal data.

The Employer, its Group Companies, the TfL Pension Fund and its service providers will process your data primarily to enable us to perform our contract with you (this includes performance of the Employer's HR policies) and to enable the Employer to comply with our legal obligations.

Use and disclosure of personal data

Personal data is information which relates to an identified or identifiable natural person. By way of example (and without limiting its meaning in any way) it includes the name and address of staff, details of any sickness absence and information relating to their performance at work.

The Employer is frequently required to process personal data relating to our staff in order to enable us to perform our contract with you or to comply with our legal obligations.

The Employer may occasionally, in limited circumstances, process personal data on the basis that you have given your consent for us to do so, such as where you have asked us to give a reference to a financial institution to support your application for a mortgage or personal loan.

Special categories of personal data

"Special categories" of particularly sensitive personal data require higher levels of protection. Such information would normally relate to the health of staff, but it may also include information relating to union membership or commission or alleged commission of criminal offences and proceedings for such offences. It may also include information you may provide to the Employer on a voluntary basis, such as your racial or ethnic origin, your religious or philosophical beliefs and your sexual orientation.

The Employer is required to have further justification for collecting, storing and using special categories of personal data. The Employer may process special categories of personal information in, but not limited to, the following circumstances:

- in limited circumstances, with your explicit consent;
- where it is necessary to carry out our legal obligations and in line with the Employer's data protection policy and internal policies as in force from time to time; and/or
- where it is necessary to assess your working capacity on health grounds, subject to confidentiality safeguards.

Data relating to the health of individual members of staff is processed for purposes relating to their health and safety or if necessary for the Employer's or it's Group Companies' business, or to exercise the Employer's obligations or rights. It will only be disclosed to:

- the Employer's service providers (or employees of the service providers) on a confidential and limited basis for the purpose of providing services to the Employer.
- those administering any pension fund of which you become or are or have been a member. Such data (which may include special categories of personal data) will be limited to data relevant to your pension.

Data relating to racial or ethnic origin, religious or philosophical belief, and sexual orientation, is processed where needed in the substantial public interest and in order to comply with the Employer's public sector equality duty and reporting duties. Such data will only be processed in connection with seeking to ensure and monitor equality of opportunity. It will not be disclosed to persons other than the Employer or Group Companies (or employees of either) save in connection with legal advice or proceedings or to regulatory bodies.

For further information as to how special categories of data will be used by the Employer or Group Companies, and the circumstances in which such data may be processed please see the Employer's Privacy Notice which is available online.

Other processing of data

Personal data may be disclosed to and processed by a prospective purchaser of the Employer (or the purchaser's advisers) in connection with a future proposal to sell or transfer the Employer or a Group Company or all or part of their respective businesses. In such circumstances (which are not envisaged) the processing would be on a confidential and limited basis.

Sharing of your personal data

Your data may be processed by the Employer's service providers under a contract to provide services to the Employer and where it is necessary to administer the working relationship with you. This may result in some of your personal data being processed outside the UK. The Employer requires our service providers to respect the security of your data and to take appropriate security measures to protect your personal data in line with our policies. The Employer does not allow our service providers to use your personal data for

their own purposes. The Employer only permits them to process your personal data for specified purposes and in accordance with our instructions.

The Employer may have to share your data with third parties as a result of our legal obligations arising in connection with your employment or where it is necessary to administer the working relationship with you.

For further details of instances where personal information may be disclosed by the Employer please see the Employer's Privacy Notice which is available online.

Retention of personal data

Your personal data may be retained by the Employer for the duration of your employment plus an additional seven years from the date on which you cease to be an employee. For further information, please see the Employer's Retention and Disposal Schedule which is available online.

Please note that it will normally be necessary for some personal information included in occupational health and pension administration records to be retained for much longer periods.

If you would like to know more about how the Employer, its Group Companies and service providers process your personal data, please see the Employer's Privacy Notice which is available online.

CHANGES TO TERMS AND CONDITIONS

Any changes to these terms and conditions will be notified to you either directly or by other appropriate means.

LUL EMPLOYMENT POLICY, STANDARDS AND SUPPORTING DOCUMENTS

On appointment you will be given a copy of the Code of Conduct. You should also familiarise yourself with any supporting standards, procedures and any other rules and regulations relevant to your employment. You will be required to abide by them and other documents referred to in this statement.

Failure to do so could lead to disciplinary action being taken against you and may result in your dismissal.

Your attention is drawn particularly to the following employment documents which contain legal as well as company requirements:

- Attendance Standard
- Equality Standard
- Harassment and Bullying Procedure
- Code of Conduct Standard
- Business Ethics Standard
- Electronic Mail and the Internet Standard
- Alcohol and Work Standard
- Drugs and Work Standard
- Smoking in the Workplace Policy
- Discipline Standard

Such standards and procedures are not incorporated by reference into your Main Terms and Conditions of Employment and they can be changed, replaced and withdrawn at LUL's discretion, subject where relevant, to appropriate consultation with the recognised Trades Unions.

FORM OF ACCEPTANCE (not to be detached)

SIGNED ON BEHALF OF LUL:

RECRUITMENT CONSULTANT

SIGNED..... DATE.....

POST OFFERED

CUSTOMER SERVICE ASSISTANT

I agree to be employed by London Underground Limited on the terms and conditions outlined above.

I also agree that London Underground Limited can process my personal data and sensitive personal data, as referred to in the above clause entitled Privacy & Data Protection, where appropriate for the purposes of this employment contract.

SIGNED ----- DATE-----

Original to Employee
Copy to Staff File