

Updated 18th August 2003

## LONDON UNDERGROUND LIMITED

### STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR TRAIN 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 your Main Terms and Conditions of Employment.

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

#### PERSONAL DETAILS

Surname: Forename(s):

Employee Number: TBC

#### JOB TITLE AND STARTING DATE

Your employment as a full time Train Operator will commence on **DATE**. 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.

Your previous service with TFL will be used for the calculation of continuity of employment and is from **Date**

#### LOCATION

Your normal work location will be part of the Project/Upgrade Pool. LUL will endeavour to allocate you to an operating location convenient to you, but reserves the right to require you to work at any place it may from time to time determine within the area served by LUL and London Bus Services.

#### EMPLOYMENT

You must not engage in any employment outside of LUL without the prior written consent of your Employing Manager. You may not hold simultaneously more than one contract of employment with LUL

## HOURS OF WORK

Your contractual hours of work are 35.0 over 5 days per week. Duty rosters operate on a 24 hour, 7 day a week basis and include statutory holidays. In addition to your contractual hours, you may be called upon to work additional hours to meet the needs of the business.

Your working pattern may be changed from time to time to meet the needs of the business. Your manager will advise you of your times of attendance.

## MEDICAL EXAMINATION

Your appointment to this post is conditional on a recommendation from LUL's Occupational Health (LUOH) Department that you are fit to undertake it. You might need to have a physical examination, in which case an appointment will be made for you.

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

## REFERENCES ETC.

Employment by LUL is conditional on the receipt of satisfactory references. 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 current conviction or illness, your employment may be terminated at any time in accordance with the Discipline Standard and Disciplinary Procedure.

## SALARY

Your contractual salary on appointment will be £52,972 per annum based on your contractual hours of 35 per week. You may be required to work overtime as additional, unrostered, hours which must be authorised in advance, in writing, by your manager. Overtime will be paid to the nearest quarter of an hour at the contractual hourly rate enhanced by 25%. Overtime rates will only be paid for hours worked in excess of the required full-time contractual hours for the week of 35.0.

## PAYMENT PERIOD

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

## ANNUAL LEAVE

You are entitled to 7.4 weeks' annual leave per annum, based on your contractual days per week of 5.0, or pro rata to the period worked, inclusive of statutory holidays. The annual leave year runs from 1 January to 31 December. Leave may not be carried over from year to year.

Payment in lieu of leave will not be made other than on leaving service.

Dates on which leave is taken will be by agreement between you and your manager/supervisor in line with trades union agreements.

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

## ANNUAL LEAVE PAY

You will be paid your normal contractual salary whilst on annual leave.

## 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.

## ATTENDANCE AT WORK

You are required to report for duty at the times and places given to you in accordance with the LUL Attendance Standard.

## SICK PAY AND SICK LEAVE

You are eligible for sick pay in accordance with LUL's Sick Pay rules, as detailed in Appendix 1 to this Statement of Main Terms and Condition of Employment. This does not affect the right of the Company to terminate your contract prior to the expiry of the maximum sick pay period.

Working in non-LUL employment whilst in receipt of LUL's 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.

## TfL PENSION FUND

You are currently a member of the TfL Pension Fund and remain eligible for membership.

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](http://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).

## NOTICE OF TERMINATION

If you cease to have the right to work in the UK, the company will be entitled to terminate your contract 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 any relevant 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.

LUL reserves the right to dismiss without notice any employee guilty of gross misconduct in accordance with the Discipline Standard and Disciplinary Procedure.

## SUSPENSION

LUL may suspend an employee with pay pending the outcome of disciplinary proceedings.

## TRAVEL CONCESSIONS

Travel concessions are granted in accordance with the conditions shown in Appendix 2 to this Statement of Main Terms and Conditions of Employment and contained in the LT Staff Travel Facilities Handbook, a copy of which is available in your local HR office. These concessions may be withdrawn at any time. If they are withdrawn, or cease to be available on particular services, no compensation will be paid.

## DISCIPLINARY, GRIEVANCE AND WORKPLACE HARASSMENT PROCEDURES

Separate Disciplinary, Grievance and Workplace Harassment procedures apply to you. The Disciplinary and Grievance Procedures are attached as Appendices 3 and 4 to this Statement of Main Terms and Conditions of Employment. A copy of the Harassment Procedure is available from your local HR office.

If you have a grievance about your employment you should normally raise the matter in the first instance with the manager to whom you report.

## 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 health and safety machinery that apply to you are available from your local HR office.

LU recognises ASLEF, UNITE, RMT and TSSA as the Trades Unions entitled to negotiate on your behalf. Your employment is therefore affected by any collective agreement from time to time in force having been agreed between LU and the relevant Trades Unions. The terms of any such collective agreement form part of your 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 trade unions to which LU is or may become a party are a matter between TfL and the union and do not confer or create rights between you and LU.

## CRIMINAL CONVICTIONS

You are required to inform your Employing Manager of any current or unspent criminal convictions against you.

## DEBTS

You will be required to repay any debts and/or deductions due to LUL as specified in Appendix 5 to this Statement of Main Terms and Conditions of Employment.

**LUL EMPLOYMENT  
POLICY, STANDARDS AND  
SUPPORTING  
DOCUMENTS ETC.**

On appointment you will be given a copy of the Employment Policy and supporting standards, guidelines, procedures and any other rules and regulations relevant to your post. You will be required to be familiar with and abide by them and other documents referred to in this statement.

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

- Equality
- Workplace Harassment
- Code of Conduct
- Business Ethics
- Electronic Mail and the Internet
- Alcohol and Work
- Drugs and Work
- Smoking and Passive Smoking

**DRUGS AND ALCOHOL**

You are required to comply with the Alcohol and Work and Drugs and Work Standards. Your employment as 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, in accordance with these Standards. Any failure to comply will be a disciplinary offence, which may render you liable to summary dismissal.

**PRIVACY&DATA  
PROTECTION**

LUL will retain and use your personal data for purposes connected with your employment with the company. This may include your sensitive personal data, details of which are specified in the amended Appendix 6 to this Statement of Main Terms and Conditions of Employment.

Where appropriate, some personal and sensitive personal data may also be provided to the LRT Pension Fund for retention and use where this is necessary to administer your pension arrangements.

**CHANGES TO  
TERMS AND CONDITIONS**

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

**FORM OF ACCEPTANCE (not to be detached)**

**SIGNED ON BEHALF OF THE COMPANY:**

**SIGNED.....DATE.....**

**POST OFFERED:            TRAIN OPERATOR**

**FULL NAME :            Name**

**EMPLOYEE NUMBER:    TBC**

I agree to be employed by London Underground Limited on the terms and condition 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

