

## Licence for London

### **1. Overview**

- a. A voluntary scheme agreed between Bus Operators, TfL and Unite the Union.
- b. The scheme applies to participating Bus Operators who are operating TfL routes under a Route Agreement and to drivers who are employed by a Bus Operator in the direct provision of services under a Route Agreement when they move to another such position.
- c. The scheme enables drivers with the Licence for London (LFL) to start at a new Bus Operator at the open pay grade that is equivalent to their level of service, thus not having to start again as if they were a new entrant bus driver.
- d. The scheme is subject to the Data Protection Act and any other relevant legislation and will remain subject to review at the request of any party following developments in the law or good practice of data management.
- e. The scheme is not retrospective, and will only apply to drivers applying for employment after 1<sup>st</sup> December 2017.
- f. The scheme will be reviewed in June 2018.

### **2. Engagement and Employment**

- a. The driver has to apply for a job in the usual process and pass pre-employment checks, assessments and interviews.
- b. Drivers wishing to make use of the LfL must provide an uncertified copy of the LfL at the application stage (see record holding below).
- c. The potential new employer will recruit staff on a fair and equal basis – taking into account all relevant legislation.
- d. If the application is successful and on verification of the LfL by the previous employer, the driver will start at the new employer at the rate of pay that is open to staff with the same level of service at the new employer at the time of the job application.
- e. The 'open' rate of pay means that open to staff joining the new employer at that point in time, and not any rates that are at the time closed for progression for any reason, including TUPE grades.
- f. Service will not be continuous for employment law purposes.
- g. The driver will be subject to the new employer's standard probation period.
- h. The LfL will apply to pay grades/rates only – it will not preserve or apply to any other terms and conditions (including for example service related benefits) – these will be set by the new employer.
- i. The driver remains liable for any loans or training bonds that may have been agreed with the existing employer, they are not covered by the LfL.

### **3. Suspension of Licence for London**

- a. The LfL will be suspended for any driver on a final written warning. The period of suspension will be the length of validity of the final written warning or one year, whichever is the shorter period.
- b. The LfL will be withdrawn if the driver is dismissed under a disciplinary process. However the driver can start a new licence if they are taken on by another employer.
- c. If an individual is suspended from work for any reason their LfL would be suspended for the duration of that suspension.
- d. The Licence for London expires if there has been a gap working in the London (TfL) Bus industry of more than six months.
- e. The LfL will not be withdrawn if a driver is made redundant.

### **4. Format and Content**

- a. The LfL is an enhanced, standardised reference and facilitates the retention of seniority in terms of pay when drivers move between bus operators.
- b. TfL will co-ordinate the format of the LfL with Bus Operators and Unite.
- c. Subject to ongoing compliance with the Data Protection Act and any other relevant legislation, the areas covered in the LfL would be:
  - i. Length of Service with the current employer
  - ii. Length of service for LfL (ie including any service accrued at any previous employers)
  - iii. Relevant Qualifications
  - iv. Training (including CPC)
  - v. Industry related commendations
  - vi. Industry related awards (eg ROSPA safe driving awards)

### **5. Record Holding**

- a. The records would be provided by the existing employer in the agreed LfL format on request by the driver at no cost.
- b. An uncertified copy can therefore be provided to a potential employer with a job application.
- c. As part of the exit process, the old employer would 'verify' the LfL with the new employer as part of the reference process. It is assumed an email between the two employers HR teams will be used to verify the LfL –within five working days

### **6. Participating Bus Operators**

- a. The following Bus Operators are participating in this scheme as at the date recorded below:
  - i. [INSERT]

OCTOBER 2017

Date: