

LONDON UNDERGROUND LIMITED  
PASSENGER SERVICES, ENGINEERING AND PERSONNEL  
DIRECTORATES  
AGREEMENT FOR OPERATIONAL STAFF AND  
OPERATIONAL MANAGERS

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**LONDON UNDERGROUND LIMITED**  
**PASSENGER SERVICES, ENGINEERING**  
**AND PERSONNEL DIRECTORATES**  
**AGREEMENT FOR OPERATIONAL STAFF**  
**AND OPERATIONAL MANAGERS**

**1. PARTIES TO THE AGREEMENT**

The parties to this Agreement are as follows:

The Company:

London Underground Limited (LUL)

The Trades Unions:

Amalgamated Engineering Union (AEU)

Associated Society of Locomotive Engineers and Firemen (ASLEF)

Electrical, Electronic, Telecommunication and Plumbing Union (EETPU)

Manufacturing, Science and Finance Union (MSF)

National Union of Rail, Maritime and Transport Workers (RMT)

Transport and General Workers' Union (TGWU)

Transport Salaried Staffs' Association (TSSA)

**2. OBJECTIVE**

The parties to this agreement recognise and accept that the Company has a responsibility to its customers and stakeholders to provide a safe, quality and efficient service and that working practices are required which enable the Company to meet these responsibilities and equip it to deal with both the present and future business needs.

The parties also recognise and accept that the employees of the Company are entitled to equitable treatment, in terms of principles of employment, and conditions of service and salaries, in return for their contribution towards enabling the Company to meet its responsibilities.

The objective of this agreement, therefore, is to provide broad frameworks covering working practices for all operational areas of the Company, give clear statements of principles of employment and to define conditions of service and benefits, gradings and salaries for the employees covered by these agreements.

12. Framework Agreement for Signal and Electrical Staff (Contractors)
13. Framework Agreement for Transplant Staff
14. Framework Agreement for Emergency Response Unit
15. Framework Agreement for Lifts, Escalators and Pump Staff
16. Framework Agreement for Line Engineering Business Unit (Track)
17. Framework Agreement for General Manager (Track)
18. Framework Agreement for Train Maintenance Depots
19. Framework Agreement for Workshops

### **Transitional Arrangements**

#### **Appendices**

20. Transitional Employment Principles and Arrangements Regarding Machinery of Negotiation and Consultation
21. Transitional Arrangements for Station Staff
22. Transitional Arrangements for Train Staff
23. Transitional Arrangements for Revenue Control Staff
24. Transitional Arrangements for Signalling Staff
25. Transitional Arrangements for Signal and Electrical Staff (to follow)
26. Transitional Arrangements for Transplant Staff
27. Transitional Arrangements for Emergency Response Unit (currently included in the Framework Agreement document under Appendix 14)
28. Transitional Arrangements for Lifts, Escalators and Pump Staff
29. Transitional Arrangements for Track Staff (Not yet available)
30. Transitional Arrangements for Train Maintenance Depots
31. Transitional Arrangements for Workshops

### **3. SCOPE**

This agreement covers all operational staff and operational managers within the Passenger Services, Engineering and Personnel Directorates.

### **4. STATUS**

All national and local level agreements concluded prior to this national agreement of the Central Negotiating Committee for Operational Grades are hereby superseded with the following exceptions:

The Machinery of Negotiation and Consultation for Operational Staff and Operational Managers dated 11 August 1992.

The prevailing agreements for time off for trades union duties and activities, and disciplinary procedures. (However, it is the intention that they should be reviewed by the CNC at an early date.)

### **5. MACHINERY OF NEGOTIATION AND CONSULTATION**

Any employee or group of employees who consider they are adversely affected by this Agreement will have the right to register a grievance in accordance with the procedure detailed in the Machinery of Negotiation and Consultation for Operational Staff and Operational Managers.

### **6. STATEMENTS OF PRINCIPLE**

#### **6.1 General Principles**

These principles will apply in respect of all Operational Staff and Operational Managers.

##### **6.1.1 Staffing Levels**

It remains management's responsibility to determine staffing levels to match business needs, but this will be done in full consultation with the trades unions.

##### **6.1.2 Duty Rosters**

- (i) Duty rosters will be constructed to meet business needs in providing a safe, efficient, quality service to the customers. This will be done within the negotiated criteria laid down in the framework agreement for the activity concerned and in full consultation with the trades unions.
- (ii) The local manager will arrange for duty rosters to be compiled in accordance with the above principles and will consult the local representative(s) with a view to reaching agreement. Any disagreement on duty rosters may be raised within the grievance procedure.

##### **6.1.3 Part-Time Employees**

Where it is considered appropriate, management reserves the right to employ staff on part-time basis. However, it is agreed there will be prior discussions at Director's Committee level, as appropriate, on the principles involved and the nature of the proposal. Part-time staff will work within the negotiated criteria laid down in the framework agreement for the activity concerned.

#### 6.1.4 Work Location

Management will endeavour to deploy employees to an operating location convenient for them following discussion in accordance with the appropriate framework agreement, but reserves the right to require an employee to work at any location it may from time to time determine to suit business needs, provided that such a place is within the area served by London Transport services.

#### 6.1.5 Unrostered Overtime

While, normally, employees will be required to work only their contractual hours in accordance with their duty rosters, they may from time to time be required to work unrostered overtime beyond these in order to meet the exigencies of the service. Where practicable, this will be on the basis of volunteers being sought in the first instance. Authorised unrostered overtime will be paid at the prevailing rate. Such unrostered overtime will be in accordance with normal safe practices including minimum rest periods between shifts as specified in the appropriate framework agreement.

#### 6.1.6 Meal Breaks

Employees will have a meal break rostered during their duty which is outside of their contractual hours and in certain jobs employees will be required to remain and be available at their work location during their meal breaks. Meal break times may be varied at short notice in order to meet the exigencies of the service.

### 6.2 Principles Of Employment

These principles will apply in respect of all Operational Staff and Operational Managers. There will be variations in the application of these principles as defined in the individual framework agreements.

#### 6.2.1 Recruitment

London Underground seeks to ensure that recruitment to starting grades is carried out in accordance with the highest standards of professional practice taking full account of its equal opportunities objectives. The following principles will apply:

- (i) Job analysis techniques will be used to develop job descriptions and person specifications, where practicable.
- (ii) Potential applicants will be given, on request, as much information and assistance as possible by recruitment personnel in preparing their applications, including job descriptions.
- (iii) A person specification defining the essential and desirable qualifications, competencies, experience, attitude and aptitude required for effective performance in the post will be used as the basis for assessment of candidates at all stages of selection.

- (iv) The placing and circulation of job adverts will take account of the need to reach the widest range of potential applicants.
- (v) Job adverts will convey the Company's equal opportunities policy and a clear and unambiguous statement about the job requirements, salary and conditions of service.
- (vi) Tests will only be used where the personnel professional responsible for recruitment is satisfied that there is objective evidence that they will be valid and reliable predictors of performance. They will not be used in isolation from other sources of information.
- (vii) All personnel staff involved in selection processes must have received training and guidance, including equal opportunities implications, appropriate to the role they play. All interview panels must include at least one person who has received formal training in interview techniques and awareness of equal opportunities implications.
- (viii) Interviewers will not ask questions about personal circumstances which are unrelated to the requirements of the job. They will ask questions which encourage applicants to volunteer relevant information.
- (ix) A written record showing the reasons for decisions to include or exclude candidates at each stage of the selection process will be made and retained for at least three years.
- (x) The personnel professional responsible for recruitment will monitor each stage of the selection process to assess progress towards equality objectives.

These analyses will be reviewed with the Equal Opportunities Unit to determine whether any further or remedial action may be needed.

- (xi) Applicants will be offered feedback on request.

#### 6.2.2. **Medical Standards**

London Underground recognises it is essential that all employees meet the medical requirements applicable to their jobs to ensure safety standards are met and in the interests of their own well-being. The following principles will apply:

- (i) Each operational job has a medical specification which is directly related to the requirements of the job. The medical fitness of each employee will be determined to ensure he or she meets the relevant medical standards before the appropriate job licence is granted or renewed in accordance with the principles of licensing.

- (ii) Determination of medical fitness will normally be through self-assessment or completion of a medical questionnaire by the employee. However, the employee's manager may also require the employee to be medically examined by medical personnel approved by the Company where the employee has identified a potential problem or the manager has reason to believe there may be a problem.
- (iii) If, following advice from the Company's approved medical personnel, an employee is found to be medically unfit for his or her existing job and is unlikely to become fit in the foreseeable future, the relevant licence(s) will be withdrawn and he or she will be dealt with in accordance with the principles for medical redeployment.

### 6.2.3 Probation

Through a professional standard of recruitment practice, London Underground seeks to ensure that employees recruited to starting grades have at least the competencies for the job for which they have been recruited. It is however recognised that the competencies will need to be confirmed in the work situation. There will therefore be an initial period of probation, for which the following principles will apply:

- (i) All operational staff recruited to starting grades will be required to serve a probationary period to demonstrate that they meet the requirements of the job before being confirmed in the post. The requirement to obtain the relevant licence(s) will apply during this period.
- (ii) The probation period will not usually be less than three months nor more than twelve months. During the period there shall be one or more formal documented reviews carried out by the employee's manager. Satisfactory completion of probation will be confirmed in writing to the employee.
- (iii) If extension of probation is necessary, the manager will counsel the employee and advise of the improvement that is required. Further training may be provided.
- (iv) A new employee who fails probation will be discharged unless there are other suitable posts in starting grades within the Company, in which case a further period of probation will apply.
- (v) Where an employee is in jeopardy of being discharged having failed probation, he or she will be entitled to representation when being interviewed by management on the matter.

#### 6.2.4 Transfer

Constant employee transfers inhibit team building, can be disruptive to all members of the team and can result in significant training costs. Nevertheless, London Underground understands and accepts the need for employees to transfer within grades to meet their domestic or career development needs. The following principles of transfer will apply:

- (i) Where such opportunities exist, all employees will be eligible to apply for level transfers to the location of their choice but the frequency of such transfers will be pre-determined by agreement with the trades unions.
- (ii) Requests for transfer will be dealt with in the order determined by agreement with the trades unions. Requests will be acknowledged in writing and confirmation given of the individual's position in the queue. If possible, he or she will be given a reasonable indication of the timescale within which the transfer is likely to take place.
- (iii) Transfer requests will be dealt with in the order determined by agreement with the trades unions unless the employee:-
  - (a) has a very serious domestic or personal problem that warrants him or her being given priority, or
  - (b) has been the subject of an assault or harassment.

Such requests in categories (a) and/or (b) will be the subject of agreement between the manager and the local staff representative.

- (iv) The only grounds for refusing a transfer will be that at the time a vacancy in the location arises:-
  - (a) the employee's request exceeds the frequency agreed for the grade concerned, or
  - (b) where appropriate, the employee does not have the necessary competencies or licence to perform the job,
- (v) Where an employee is unable to take up a vacancy immediately because of long term sickness absence, his or her case will be dealt with on its merits by the receiving manager in consultation with the employee's manager and local representative.
- (vi) Where an employee has a formal disciplinary case outstanding, the transfer will be deferred and the vacancy held open until the case has been finalised.
- (vii) Details of employee transfers will be made available to all employees in the grade concerned and any problems concerning employee transfers will be discussed between the local manager and local staff representative.



### 6.2.5 Promotion

London Underground is committed to giving all employees the widest possible promotional opportunities. The following principles of promotion will therefore apply:

- (i) Unless otherwise agreed at Director's Committee level, vacancies will be advertised to all employees in London Underground.
- (ii) If there are insufficient internal applicants within LUL, vacancies may then be advertised externally.
- (iii) Where it is known that there are likely to be insufficient internal applicants, to avoid delay, where applicable, steps (i) and (ii) above may be carried out at the same time but internal applicants will receive priority consideration.
- (iv) The processes by which licences are obtained to enable an employee to carry out a promotional job, either before or after application for a vacancy, will vary between functions and will be determined by agreement with the trades unions.
- (v) The selection processes carried out will conform with the principles for recruitment. In addition:
  - (a) priority will be given to employees working in a lower grade as a result of organisational change to return to their former grade;
  - (b) where a number of vacancies are available and there is a potentially large internal applicant pool, briefing sessions may be arranged which the appropriate local representative will be invited to attend;
  - (c) as well as the facility for feedback, applicants who believe they have been treated unfairly will have the right to raise the issue within the grievance procedure.
- (vi) Where there are more suitable applicants than vacancies, selection will be based on seniority. The non-selected suitable applicants may be placed in a selection pool (internal applicants only).

### 6.2.6 Redeployment

London Underground is committed to improving its performance for its customers. Such improvements may result in changes in staff deployment. London Underground's objective is to achieve such necessary changes without compulsory redundancy, provided employees are prepared to accept suitable offers of redeployment. The following are the principles for redeployment:

- (i) When employees become surplus they, together with their manager and personnel manager, will be responsible for identifying any other suitable vacancies within their grade which may exist at other locations.  
Where such vacancies exist, surplus employees will have priority within the normal transfer arrangements and over staff seeking promotion to the substantive grade of the displaced employees.
- (ii) Employees for whom no suitable vacancies exist will be counselled by their manager and personnel manager who will identify the competencies they have in addition to those required for their existing grade.
- (iii) The manager will then refer the employees to the Careers Advisory and Redeployment Unit (CARU) who will seek to match the employees' competencies with any other existing vacancies.
- (iv) If suitable vacancies exist, the employees will be redeployed to fill them with, if necessary, appropriate training.
- (v) Employees for whom no such vacancies exist, or who fail to meet the requirements of a job after training, will be returned to their manager who will find temporary work for them either in their existing grade or in a lower grade for which the employees have the requisite licence(s).  
The manager and personnel manager will continue to be responsible for identifying any further suitable vacancies in conjunction with CARU.
- (vi) Where applicable, an employee redeployed will be entitled to protection of earnings in accordance with Company policy in this respect.
- (vii) If any surplus employee refuses an offer of what management regards as suitable alternative work he or she will be interviewed by his or her manager and personnel manager and asked to specify his or her reasons for refusal.
- (viii) If the grounds for refusal are judged acceptable, no further action will be taken in respect of the refusal.
- (ix) If the manager and personnel manager judge the grounds for refusal are unacceptable, the employee will be given due notice of dismissal on grounds of redundancy and advised of the right to appeal.
- (x) An employee will be entitled to the right of representation at all meetings with management.

Note: The suitability of alternative work will, in accordance with the relevant ACAS guidelines, be judged on a number of factors including pay, status, location, working environment and hours of work.

### 6.2.7 Job Licensing

London Underground intends to operate a safe, efficient and quality service for its customers. It is, therefore, committed to ensuring that its employees are fully competent to carry out all aspects of their jobs and to the provision of training, where required, to enable them to obtain their competencies. To this end, all employees in operational grades will be required to hold a relevant valid job licence, the principles for which are as follows:

- (i) Staff in operational grades must hold a valid licence for the job that they are carrying out.
- (ii) Training will be provided by the Company, where required. Approval for training will not be unreasonably refused.
- (iii) The licence confirms that employees have been trained in the tasks to be done, and/or have been proved competent.
- (iv) A number of jobs will require a licence covering several competencies for the work. The provision of training and the method by which competency is proven will vary depending on the task, and will be reviewed at the appropriate Director's Committee, as will the arrangements for licence renewal which will normally take place every three years.
- (v) A licence may be temporarily or permanently withdrawn for medical reasons as provided for in the principles for medical standards or as part of a disciplinary penalty where a required competence has been proven lacking.
- (vi) A complete list of all tasks carried out within the Company which require a licence will be maintained.

### 6.2.8 Medical Redeployment

London Underground recognises it has a responsibility towards employees who become unable to continue to carry out their jobs for medical reasons. The following principles for medical redeployment will, therefore, apply:-

- (i) Following confirmation from the Company's approved medical personnel that an employee is no longer able to do his or her job for medical reasons and is unlikely to become fit again in the foreseeable future, the employee will be counselled by his or her manager and personnel manager.
- (ii) If appropriate, the employee will be given notice of termination of employment on medical grounds and advised of his or her right of appeal.

- (iii) If the employee wishes to continue in employment, advice will be sought from the Company's approved medical personnel regarding the employee's ability to do an alternative job and the manager and personnel manager will identify the employee's competencies in addition to the non-medical requirements for his or her present grade.
- (iv) The employee will then be referred to the Careers Advisory and Redeployment Unit (CARU) for attempts to be made to match the employee with possible vacancies. If no current vacancies exist, CARU will log the employee's competencies and medical restrictions and continue to attempt to match the employee with future suitable vacancies.
- (v) If a suitable vacancy has been identified, the employee will be deployed accordingly taking on the terms and conditions of the job to which redeployed. Where applicable, the employee will be entitled to protection of earnings on medical grounds in accordance with the Company's policy.
- (vi) If no suitable alternative employment job is found the employee will be referred back to his or her manager and advised that the position will be kept under review for a further three months. If the employee is not on sick leave, the manager will temporarily employ him or her on restricted duties (as advised by the Company's approved medical personnel) on normal salary.
- (vii) If at the expiry of the three month period no suitable alternative job has been found, the employee will again be seen by his or her manager and personnel manager and advised that no job has been found. If there is a realistic prospect of any such job being found in the near future, the review period will be extended for a maximum of a further month. If this is not the case, the employee will be given notice of termination of employment on medical grounds and advised of his or her right of appeal.
- (viii) An employee will be entitled to the right of representation at all meetings with management where there is any doubt about his or her continued employment.
- (ix) The employment of a person in these circumstances will not be terminated until a minimum of 39 weeks has elapsed from the time he or she first became unable to carry out his or her job for medical reasons.

## **7. CONDITIONS OF SERVICE**

### **7.1 Contractual Salary**

Operational staff and operational managers will receive the salaries in accordance with Section 9 of this Agreement.

## 7.2 Contractual Hours

These are the average weekly rostered hours that an employee is required to work. The minimum average rostered hours for full time staff will be 35 but they may vary grade by grade and reflect the hours of work required to ensure the efficient running of the function in which they work. The period over which the average is calculated varies according to roster cycle length.

## 7.3 Annual Leave / Pay

7.3.1 Annual leave will be 6.8 weeks, including statutory holidays, which will be expressed in days/shifts. The number of days/shifts of leave will be determined by multiplying the average rostered number of days/shifts by 6.8 rounded to the nearest whole number.

7.3.2 New entrants will receive pro-rata entitlement in their calendar year of employment.

7.3.3 Staff will receive their normal contractual pay whilst on annual leave.

7.3.4 Annual leave entitlement will be accrued from January to December each year.

## 7.4 Sick Leave / Pay

7.4.1 Sick pay will be paid from the first day of sickness provided that employees conform with the rules for reporting sick. LUL reserves the right to ask for a medical certificate as evidence of sickness.

7.4.2 Sick pay will be an employee's statutory sick pay entitlement supplemented by the Company to their normal contractual pay.

7.4.3 Sick leave entitlement will be:

Less than one year's service	-	9 weeks (at management's discretion)
One year but less than six years' service	-	24 weeks
Six years' or more service	-	39 weeks

7.4.4 Sick pay entitlement applies to each spell of sickness unless there are two or more spells not separated by at least 3 complete payroll weeks at work, in which case they will be "linked" and counted against sick leave entitlement.

## 7.5 Retirement

7.5.1 The minimum age to opt for retirement will be 60 years and the maximum age will be 65 years.

7.5.2 Employees who leave before the minimum age but who qualify for a reduced pension will be regarded as having taken early retirement.

- 7.5.3 Staff retiring at 60 years of age or above will be granted 5 days' pre-retirement leave in the 12 months before they retire.

Note: Under no circumstances will staff be paid in lieu of this entitlement.

- 7.5.4 Staff retiring at 60 years of age or above will be entitled to their full annual leave in their year of retirement. Staff who joined before 1971, will have the option of taking pro-rata leave plus any leave accrued but not taken in their entry year.

## **7.6 Pension**

- 7.6.1 "Basic annual salary" as defined by the Pension Fund will be 90% of contractual pay for operational staff.
- 7.6.2 "Basic annual salary" as defined by the Pension Fund will be full contractual salary for operational managers.
- 7.6.3 Pension contributions and benefits will be made in accordance with the prevailing Pension Fund rules.

## **7.7 Maternity Leave**

Female staff with at least 2 years' continuous service by the 11th week before their baby is due and who work at least 16 hours per week, or have 5 years' continuous service working 8 hours per week, qualify for maternity leave. Maternity leave may commence 11 weeks before the birth is due and extend to 29 weeks after confinement; this may be extended by a further 4 weeks on production of a medical certificate.

## **7.8 Aggregation of Service**

Where a break in service is owing to redundancy or transfer of undertakings, previous service will be aggregated, but excluding any time spent out of service. Aggregation will be for all purposes except pension benefits and future severance benefits. Service will not be aggregated when the reason for the break is resignation or voluntary severance.

## **7.9 Criminal Convictions**

Employees will be required to advise London Underground of any criminal convictions against them.

## **7.10 Drugs and Alcohol Testing**

At any time whilst on duty, or on the Company's premises for the purposes of taking up duty, staff must provide, on request by an authorised person, a specimen of breath and/or urine for the purpose of screening for alcohol and for prohibited drugs. Any failure to comply will be a disciplinary offence which may render the person concerned liable to summary dismissal.

### **7.11 Patenting of Inventions**

Employees must comply with the regulations in regard to patenting of inventions and registration of designs made or discussed in the course of their employment or by means of facilities enjoyed as a result of their employment.

### **7.12 Disclosure of Confidential Information**

Staff have an obligation not to divulge confidential information which is only available to them through their employment (see Appendix 1 for full details).

### **7.13 Deductions from Pay**

Staff are required to accept those deductions permitted under the 1986 Wages Act.

### **7.14 Employees Undertaking Work Other Than Their Official Duties**

7.14.1 Employment by London Underground Limited will be deemed to be a whole time occupation for full-time employees and employees must not engage or be concerned or interested for profit or reward in any other business of any kind whatsoever requiring their personal services except with the prior consent of their Manager.

7.14.2 Part-time staff wishing to engage in other employment must apply for and receive prior written authority from their manager. Such employment must not adversely affect the performance of their duties. Permission will not be unreasonably withheld. They must not be involved in at all, or have an interest, in the activities of any organisation whose business is in competition with that of the Company, LT or any of LT's subsidiaries.

## **8. EMPLOYEE BENEFITS**

8.1 Employee benefits are summarised below, further details are set out in Appendix 2.

### **8.2 Travel Facilities**

#### **8.2.1 LT facilities**

Employees may be eligible for a staff pass valid on LT and certain other public transport services in the LT area. They may also apply for similar facilities for their spouse, common-law spouse or same sex partner.

#### **8.2.2 Privilege Travel**

Employees may be eligible for privilege facilities which grant reduced rate travel on BR and certain other rail and Sealink shipping facilities. These facilities are not available to staff who choose to take the optional LT spouse pass.

### **8.3 Special Leave**

8.3.1 Staff will be granted paid special leave at their normal contractual pay for the circumstances set out in Appendix 2.

8.3.2 Staff will be granted special leave without pay for the circumstances set out in Appendix 2.

## 8.4 Long Service Award Schemes

### 8.4.1 25 Years' Service

Employees who have completed 25 years' service will be granted a long service award which may be chosen from a selection of gifts. One day's leave with pay will be granted for the purpose of receiving a long service award. The day upon which leave is granted is at the discretion of the Manager, and will be granted at the time when the award is presented. The award will be made as close to the 25th anniversary as possible.

### 8.4.2 40 Years' Service

Employees who have completed 40 years' service with LUL will be granted a long service award which may be chosen from a selection of gifts.

## 8.5 Maternity Leave

Staff with less than 6 months continuous service will be entitled to a maximum of 18 weeks' unpaid special leave.

## 8.6 Career Breaks

8.6.1 Employees with primary child-care responsibilities will be eligible to apply for a single unpaid career break of up to 5 years.

8.6.2 A similar arrangement will apply to employees who wish to take a career break in order to undertake a course of study related to employment with London Underground.

## 8.7 Medical Redeployment

Staff with 3 or more years' service who are redeployed because they are medically unfit to carry out their normal duties will have any loss of contractual rostered earnings protected for a limited period. The period of protection will not exceed their length of service prior to medical redeployment and in no cases will it exceed 9 years. In addition to the contractual earnings of their new post they will receive an annual lump sum at the start of each year, as follows:

1st five years	a frozen lump sum based on the difference between the contractual earnings of their former grade and the contractual earnings of their new grade calculated at the time of transfer
6th year	80% of the frozen lump sum
7th year	60% of the frozen lump sum
8th year	40% of the frozen lump sum
9th year	20% of the frozen lump sum
10th year onwards	(contractual salary of new job)



## **8.8 Medical Discharge**

Staff aged 55 or over who are medically discharged will receive their full annual leave entitlement. Staff who joined before 1971 will have the option of taking pro-rata leave plus any leave accrued but not taken in their entry year.

## **8.9 Assault Pay**

- 8.9.1. Staff assaulted on duty who become sick will receive their contractual pay. Assault pay will not count against sick pay entitlement.
- 8.9.2 This arrangement will also apply to staff who become sick as a result of assisting another member of staff being threatened or assaulted on duty or assisting in dealing with an emergency arising in the course of the Company's activities.
- 8.9.3 It will also apply to a member of the train staff who becomes sick as a result of involvement with an incident involving a person under a train.

## **8.10 Educational Arrangements**

- 8.10.1 Where it is not possible for an employee to attend a course in his or her own time and the course is relevant to his or her work, paid leave may be granted.
- 8.10.2 Fees in excess of a published figure will be paid by LUL in advance of the course; lesser fees will be reimbursed at the end of the course, subject to the conditions having been met.

## **8.11 Payment for Staff in Receipt of Nil Sick Pay Attending Medicals**

Staff in these circumstances will be paid contractual pay to attend a medical required by LUL.

## **8.12 Loans for Annual Season Tickets**

Staff whose annual season ticket exceeds a published minimum figure will be eligible for a loan which must be repaid over 40 weeks. No service qualification is necessary. Only one such loan may be held at one time.

# **9. SALARY STRUCTURES**

## **9.1 Operational Staff**

- 9.1.1 The contractual salary for operational staff reflects their contractual hours paid on an annual basis.
- 9.1.2 Salaries will be subject to review annually with effect from the first Monday in April each year.
- 9.1.3 The salary will be paid 4-weekly in arrears by credit transfer.

9.1.4 Additional payments will be made only for authorised paid unrostered overtime, for the working of a shift attracting a higher salary or in the circumstances detailed in paragraph 9.1.5. Overtime will be paid to the nearest quarter of an hour at the contractual hourly rate enhanced by 25%.

9.1.5 Operational staff will be allocated an accommodation address. They may be required to work temporarily, and travel outside their contractual hours without additional payment, at any other location within a 45 minute radius of that address. (The radius will be based on running times published in LUL timetables.) If Operational staff are required to work temporarily at a location outside the 45 minute radius and travel outside their contractual hours, they will be paid 45 minutes' unrostered overtime per shift.

#### 9.1.6 Higher Salary Working

An employee who has been employed and remains in a post attracting a higher salary continuing for more than 6 months will be entitled to holiday pay and sick pay at the higher rate. A period of sickness not exceeding two consecutive weeks, or any absence on holiday, will not be regarded as interrupting the continuity of employment.

9.1.7 If an employee undertakes temporarily at management's request a duty attracting a lower salary, pay will not be affected. The member of staff will continue to be paid according to his or her substantive post. Hours worked additional to the substantive duty will be paid at overtime rate.

9.1.8 The salaries for the operational staff are set out in Appendix 3.

9.1.9 New entrants undergoing training will receive 80% of the salary for the substantive job and will only receive the full substantive salary when they undertake the full duties of the job.

## 9.2 Operational Managers

9.2.1 All posts within the new structure will be evaluated using the Hay Management Consultants' scheme and will have a job score. There will be three grades, as follows:

score from 330 to 391 job units

score from 270 to 329 job units

score from 190 to 269 job units

9.2.2 There are six salary ranges, "Q1" to "Q6". Allocation to a salary range depends upon the grade and the shift working pattern, of which there are four categories. Standard, Level 1, Level 2 and Level 3. The category allocated to a post reflects how the rostered shifts are spread through the day and the weekly contractual hours.

9.2.3 The salary ranges for each of the "Q" levels are set out in Appendix 4.

9.2.4 The salary will be paid 4-weekly in arrears by credit transfer.

9.2.5 Salaries will be reviewed annually with effect from the first Monday in April each year. Salary ranges will be influenced by annual survey data supplied by Hay Management Consultants (which reflects the general level of pay increases across the industrial and commercial sector). LUL will not follow Hay data automatically, but will rather aim to stabilise fluctuations in market rates which can vary substantially from year to year.

#### 9.2.6 **Rewarding Performance**

- (i) Progression through the salary range will be dependent upon the individual's standard of performance measured against personal targets.  
The 'Managing Professional Development' (MPD) appraisal scheme will cover all Operational Managers.
- (ii) Details of the complementary performance pay scheme which is in addition to the annual salary review, are attached as Appendix 5.

#### 9.2.7 **Work in Excess of Contractual Hours**

- (i) Operational managers will be expected on occasion to continue work, without additional pay, beyond their normal shift finish times for up to half an hour. Above and beyond this, where additional hours' working becomes necessary, they will be paid to the nearest quarter of an hour, from the end of the normal shift, unless the appropriate time off in lieu can be granted.
- (ii) Written authorisation for work in excess of contractual hours must be obtained from the accountable manager, in advance. However, it is recognised that on occasion the need for emergency action will make this arrangement impractical, in which case verbal authorisation must be sought from the accountable manager or authorised deputy.
- (iii) Payment for work in excess of contractual hours will be expressed as an hourly rate. The same rate will apply, regardless of time of day, or day of week.

#### 9.2.8 **Transfer**

- (i) When there is a move to a different operational management post, there can be a change in the job score or the rostered shift working pattern or both. Such changes may in turn result in a change in "Q" level.
- (ii) **Move to a Higher "Q" Level**  
Subject to the minimum of the new salary range, a 2.5% salary increase will be awarded for a one step move or 5% for two or more steps.

11.2 The transitional working arrangements for staff are set out in the following Appendices, numbered 21 to 31:

Station Staff	Appendix 21
Train Staff	Appendix 22
Revenue Control Staff	Appendix 23
Signalling Staff	Appendix 24
Signal and Electrical Staff	Appendix 25
Transplant Staff	Appendix 26
Emergency Response Staff	Appendix 27
Lifts, Escalator and Pump Staff	Appendix 28
Track Staff	Appendix 29
Train Maintenance Depots	Appendix 30
Workshops	Appendix 31

## 12. EFFECTIVE DATE

This Agreement shall be effective from 1 November 1992, and when staff as a group are licensed for their (new) jobs and are working in accordance with the provisions of this Agreement, they will transfer to the appropriate salary and conditions of service set out in this Agreement.

## 13. VARIATIONS TO THE AGREEMENT

13.1 This Agreement shall be reviewed by the CNC after it has been in operation for not more than 12 months and periodically thereafter at intervals as agreed by the parties concerned.

13.2 Variations to the Principles of this Agreement shall only be made by the Central Negotiating Committee. Variations to the Framework Agreements shall only be made by the appropriate Director's Committee provided that any such amendments do not conflict with the Principles of this Agreement.

SIGNED:

Representing London Underground Ltd

Representing the Trades Unions

.....  
MANAGING DIRECTOR

.....  
AMALGAMATED ENGINEERING UNION

.....  
DIRECTOR OF ENGINEERING

.....  
ASSOCIATED SOCIETY OF LOCOMOTIVE ENGINEERS AND FIREMEN

.....  
DIRECTOR OF HUMAN RESOURCES

.....  
ELECTRICAL, ELECTRONIC, TELECOMMUNICATION AND PLUMBING UNION

.....  
DIRECTOR OF PASSENGER SERVICES

.....  
MANUFACTURING, SCIENCE AND FINANCE UNION

.....  
NATIONAL UNION OF RAIL, MARITIME AND TRANSPORT WORKERS

.....  
TRANSPORT AND GENERAL WORKERS' UNION

.....  
TRANSPORT SALARIED STAFFS' ASSOCIATION

**1. CONFIDENTIALITY AND ACCURACY OF INFORMATION**

- 1.1 Employees have an obligation not to divulge confidential information available to them only through their employment. Confidential information received in the course of duty should be respected and should never be used for personal gain; information given in the course of duty should be true and fair and never designed to mislead.
- 1.2 Employees are encouraged to participate in discussions at technical institutions and meetings of similar bodies which have as their object the advancement of knowledge of the transport industry and its problems. London Underground Limited has no desire to formulate any rule on the context of any publication by employees, whether it is a book, letter or article for publication in a newspaper, magazine or elsewhere, or an address, broadcast or televised interview, talk or lecture.
- 1.3 Employees in exercising the right to free expression of their opinions are expected to remember their responsibilities and are relied upon not to make statements publicly on matters of policy which are not yet public knowledge; not to express personal views in such a form that they are taken by the public to represent official policy; and not to refer to decisions or contemplated decision, which it may be their duty to carry out, in a manner or in circumstances likely to cause misunderstanding.
- 1.4 Permission to use statistics, data or designs not previously published, and guidance on any other aspect of the proposed publication or talk on which the author may be in doubt, should first be obtained from his/her Manager. Any approach from, or contact with, the press and media generally should be discussed with the Head of Corporate Affairs or a senior member of his staff prior to commitment.

**2. MATERNITY PAY**

- 2.1 Employees who fulfil the following conditions are entitled to Statutory Maternity Pay, as provided for under the Social Security Act 1986, even if they do not intend to return to work.
  - 2.1.1 The employee must have been continuously employed for at least 26 weeks up to and into the 15th week before the expected week of confinement (EWC).
  - 2.1.2 Her contractual salary (ie averaged over eight weeks prior to the 15th week before EWC) must exceed the earnings level at which National Insurance becomes payable (updated each year).
  - 2.1.3 She must have stopped work entirely because Statutory Maternity payment is not made for any week during the Maternity pay period in which the individual worked.

- 2.2 Statutory Maternity Pay is payable for a maximum period of 18 consecutive weeks starting no earlier than the 11th week prior to the expected week of confinement.
- 2.3 If the woman has had 6 months continuous service ending with the 15th week before EWC she qualifies for 100% of her average earnings for the first 6 weeks followed by a maximum of 6 weeks at 50% of contractual salary and 6 weeks at SMP.
- 2.4 If she does not qualify for the higher rate, all the Statutory Maternity Pay for the maximum period of 18 weeks will be paid at the basic flat rate. Payments are subject to deductions of National Insurance and Income Tax.

## EMPLOYMENT BENEFITS

## I. TRAVEL FACILITIES

## I.1 Staff Passes

- I.1.1 Employees may be eligible for a staff pass valid on LT and certain other public transport services in the LT area.
- I.1.2 Full details of the availability of the pass are indicated on a statement of availability which is issued with each pass and which should be read carefully and retained for reference. The giving and receiving of such staff passes is NOT an entitlement under the contract of service between an employee and London Transport but is a privilege granted at the discretion of the Company.
- I.1.3 Staff passes will be renewed biennially. They must be produced on request and are not valid without an accompanying Staff ID card.
- I.1.4 The loss of a staff pass and/or Staff ID card must be reported immediately by the employee concerned to his/her Manager. Another pass may be issued at the discretion of Management. Should the original pass be found and restored to the loser the duplicate must be retained and the original surrendered immediately.
- I.1.5 Except if the loss of a free pass results from a theft, robbery or fire, a scale of conditions will apply to the issue of a replacement pass. A charge will also be applied in accordance with published rates:

**Conditions**

First loss	)	replacement pass
	)	issued on recommendation
Second loss within	)	of Higher Manager
10 years	)	
Third loss within	-	Replacement pass issued
10 years		after 12 months only on
		recommendation of Higher
		Manager
Fourth or	-	Replacement pass issued
subsequent loss		after three years only on
		recommendation of Higher
		Manager

- I.1.6 In the case of a 1st or 2nd loss, if the original pass or an earlier replacement pass is found before a replacement pass has been issued, the pass which has been found will be reissued subject to the conditions of above.

- 1.1.7 Employees who have lost their pass as a result of a theft, robbery or fire must produce supporting evidence of the facts from the Police or Fire Service and give an assurance that the amount normally charged cannot be reclaimed from an insurance policy.
- 1.1.8 No charge is made for the loss of an identity card.
- 1.1.9 At the Company's discretion, a retired staff pass will be issued to employees with at least 20 years' service subject to the following conditions;

Normal retirement	Retained
<p>Early retirement (except dismissal/written off books)</p>	<p>Retired staff passes issued to employees who leave service under age 60 will not be available for journeys between 0300 and 0900 hours Monday to Friday. This restriction will be removed on the first renewal after age 60</p>
<p>Termination of service on Medical Grounds (irrespective of age)</p>	<p>Withdrawn unless it is retained under the provisions above.</p> <p>If the LRT Pension Fund pays an immediate enhanced pension under Rule 19(2) of the Pension Fund the pass can be retained. In this event the 20 years' minimum service to qualify will include 15 years' minimum actual service plus up to 5 extra years' credit (such credit being limited to potential future service to age 65).</p> <p>Where the employee is not a member of the Pension Fund and leaves on medical grounds a decision will be made regarding enhancement by the Director of Pensions on similar criteria to the Pension Fund. Spouse pass retained subject to the service criteria for medical termination.</p>
<p>Voluntary Severance (or employees who cease to be employed by LT or its subsidiaries as a result of transfer of undertakings)</p>	<p>Retained if <del>50</del> years of age or over with 20 years' service. In this event the 20 years' minimum to qualify will include 15 years' minimum actual service plus up to 5 extra years' credit (such credit being limited to potential future service to age 65).</p>



	If aged below 55 and the actual service is 20 years or more, the pass will be withdrawn but can be reclaimed at age 55.
Resignation	Withdrawn
Dismissal or Written Off	Withdrawn.
Death	Spouse pass retained subject to the criteria shown above for termination of employment on medical grounds where an enhanced pension under Rule 19(2) is granted.

Notes:

- Retention by employee applies equally to retention by spouse.
- Employees who are eligible to retain passes on retirement under previous regulations will continue to be governed by those regulations,
- Retired staff passes and retired spouse passes will only be valid after 1.1.1991 on production of a photographic Identity Card.

**1.2 Railway Privilege Travel Facilities**

1.2.1 Employees may, at the discretion of the Company, be eligible for privilege facilities which grant reduced rate travel on British Rail and certain other rail and Sealink shipping services. These facilities will not be available to employees who choose to take an LT staff pass for use by their spouse or dependent housekeeper.

1.2.2 Full details are given in the booklet "Rail Privilege Ticket Regulations".

**1.3 Spouse and Dependent Children Travel Facilities**

1.3.1 Employees may choose one of the following options for travel facilities for their spouse and dependent children:

Either:

An LT pass at no cost to the holder for use by a spouse (or common law spouse of either sex), or in the case of employees with no spouse, by a dependent relative who is acting as a housekeeper as defined in the "Rail Privilege Ticket Regulations". The pass will be available on the same services as a staff pass, but not on bus services operated on behalf of LT.

and

reduced rate travel facilities for dependent children on London Underground and Docklands Light Railway services only.

or [ NOT APPLICABLE TO SAME SEX PARTNERS ]

Reduced rate travel facilities on London Underground, Docklands Light Railways and British Rail services and certain other undertakings for use by a spouse (or common law spouse) or, in the case of employees with no spouse, by a dependent relative who is acting as a housekeeper as defined in the "Rail Privilege Ticket Regulations": and dependent children.

1.3.2 Only one opportunity will be given for employees to reverse their decision as to which option to take. Once this second option has been exercised employees are not permitted to change their travel facilities for any reason whatsoever.

#### 1.4 Annual Free Travel Ticket

Staff in receipt of an annual free travel ticket for themselves and their families will retain this on a personal basis.

## 2. SPECIAL LEAVE

### 2.1 Paid Special Leave

Reason	Amount	Comment
(i) Moving House	1 day	once in 4 years unless exceptional circumstances
(ii) Paternity Leave	3 days	per confinement
(iii) Magisterial Duties	18 days per year	maximum
(iv) LU Nominated members of Statutory Tribunals	]	
(v) Member of Local Authority	]	any fees or allowances received will be offset against normal contractual pay
(vi) Elected as Lord Mayor or Chairman of County, Metropolitan or District Council, or Deputy Mayor of a London Borough	]	
(vi) Territorial Army	11 days per year	Forces' pay will be offset against normal contractual pay
(vii) Jury Service		attendance allowance must be claimed and offset against normal contractual pay
(ix) Witness for LUL at Court Proceedings	As required	

(x)	Domestic Leave		in exceptional circumstances when no other leave remains uncommitted.
(xi)	Long Service Award	1 day	when receiving 25 and/or 40 years' awards
(xii)	First Aid Leave *	2 days per year #	staff who qualified as First Aiders with LT prior to 1971 and who have passed annual exam
		1 additional day #	if attended 12 or more formal classes per year
	* Optional instead of pay		
	# to be taken in year following exam		
(xiii)	Funeral Leave	1 day	For funeral of wife, husband, common law spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandmother, grandfather, legal guardian.
		1 extra day	where lengthy travel is involved, or
		a maximum of 3 days	where employee is solely responsible for funeral arrangements (includes time for travel and attendance)
		plus 1 day	where employee is responsible for administering estate.
(xiv)	Hospital Appointments		normally only part of a shift
(xv)	TU Duties		in accordance with agreement.



- 3.1.4 The Manager will send a written request to the employee 21 days after the date of birth asking her to confirm in writing that she intends to return. The employee must reply within 14 days to retain her right to return to work.
- 3.1.5 The post-natal leave may be extended by up to four weeks if a statement from her own doctor confirms that this is necessary, but this right to extend the leave can be exercised only once. London Underground Limited may also postpone the employee's return to work for up to four weeks if it is not practicable to accept her immediate return to work.

When the employee does return, her service is regarded as continuous, and the period spent on maternity leave is regarded as a period of employment except for pension purposes.

#### **4. ASSAULT PAY**

- 4.1 Assault pay is payable from the first day of sickness absence for a period of up to 39 weeks, subject to the regular production of medical certificates in respect of the assault.
- 4.2 It is a condition of payment under this scheme that the employee should give a written undertaking to submit a claim at the earliest practical time against the C.I.C.B. or a third party, if appropriate, if the absence lasts more than four weeks.
- 4.3 Payments under the scheme are repayable to the Company, under an agreement required to be signed by the employee from the amount of any compensation for loss of earnings by the C.I.C.B. or any other third party.
- 4.4 This arrangement will also apply to staff who become sick as a result of assisting another member of staff being threatened or assaulted on duty or assisting in dealing with an emergency arising in the course of the Company's activities.
- 4.5 It will also apply to a member of the train staff who becomes sick as a result of involvement with an incident involving a person under a train.

#### **5. CAREER BREAKS**

- 5.1 Employees with primary childcare responsibilities either for their own or adopted children will be eligible to apply for a single unpaid career break of up to five years duration in accordance with the career break policy.
- 5.2 A similar arrangement will apply to employees who wish to take a career break in order to undertake a course of study related to employment with London Underground.
- 5.3 To be eligible to apply for a career break employees must meet a minimum service qualification of three years' continuous service with LUL and have achieved a satisfactory level of performance and attendance.