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**Framework Agreement**

**LONDON UNDERGROUND [LU]**

**ASSOCIATED SOCIETY OF LOCOMOTIVE ENGINEERS AND  
FIREMEN [ASLEF]**

**NATIONAL UNION OF RAIL, MARITIME AND TRANSPORT  
WORKERS [RMT]**

**TRANSPORT SALARIED STAFF ASSOCIATION [TSSA]**

**PROFESSIONAL SERVICE CONTROL  
AGREEMENT [PSCA]**

**Issued 5 January 2005**

**Amended 2 October 2014**

**Amended 16 April 2018**

**Amended 18 June 2020**

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## **1.0 Scope**

- 1.1 This agreement covers all staff who are employed in the Service Control Function in the operation of Service Control and the arrangements for the staffing of Control Rooms and signal cabins operated by LU. This is supplementary to the Company's "Principles of Employment".
- 1.2 Please refer to Appendix 2 for a full list of grades covered by this agreement.
- 1.3 The framework and local agreements for Operational Managers and Signalling Control staff within Service Control have now been superseded by this agreement.
- 1.4 Please refer to Appendix 1 for a list of relevant definitions used within this framework agreement.

## **2.0 Overview**

- 2.1 LU and trades unions [ASLEF, RMT & TSSA] recognise the importance of working together to ensure a safe and reliable train service for the visitors and people of London.
- 2.2 This agreement will provide a structure for the future of the service control area enabling a focus for customer service through a professional approach from all concerned.

## **3.0 London Underground, ASLEF, RMT, TSSA Trade Unions commit to:**

- 3.1 Treat all LU employees fairly and ensure that unfair discrimination does not occur at any stage of employment.
- 3.2 Eradicate harassment from within the work force.
- 3.3 Work together to promote sustained good levels of attendance.
- 3.4 Encourage excellent performance and support the development of Service Control staff through the relevant personal development processes and local briefings. Performance will be assessed on a regular basis. Where performance falls short of that required, staff will be informed and advice given to improve. If performance does not improve then actions with dates including extra coaching/training if necessary will be agreed with the employee concerned. If performance is still unsatisfactory then a case conference will be convened to further investigate the issue.
- 3.5 Work at all times within the agreed Machinery of Negotiation and Consultation and the Health and Safety Machinery ensuring that consultation and negotiation takes place at the appropriate level and every effort is made to resolve matters in partnership.
- 3.6 Work within the agreed principles for working hours and relevant directives.
- 3.7 Support the introduction and maintenance of Competence Assurance in accordance with the laid down standards for Service Control staff. All Service Control staff are required to meet the standards prescribed and hold a job licence / competence certificate, where necessary, covering the core competencies needed to do their job as relevant to the characteristics of the line[s].

## **4.0 Service Control staff commit to:**

- 4.1 Deliver the best possible service for customers, ensuring that operational and customer requirements are given due consideration.

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- 4.2 Wear the full correct LUL uniform where issued when carrying out operational duties, in accordance with company policies. Where uniform is not provided employees should attend work in suitable business attire.
  - 4.3 Deal with personal affairs outside working hours, not allowing minor ailments to affect attendance, and attend work regularly and on time.
  - 4.4 Be fully competent to carry out all aspects of their job role to enable them to maintain their competencies. Service Control employees recognise that it is a joint responsibility to ensure that their licences / certificates do not expire.
  - 4.5 Maintain their professional working knowledge.
  - 4.6 Deliver excellent system wide communication to internal and external customers at all times.
  - 4.7 Treat all staff with respect.
  - 4.8 Fulfil their obligation to work their contractual hours and comply with rostering parameters.
  - 4.9 Full co-operation in training and coaching staff as part of a professional approach to learning for all Service Control staff. All staff will demonstrate and give familiarisation in their location or area. Trainees will receive formal training by Instructors as part of a professional approach to learning.

## **5.0 Service Control management commit to:**

- 5.1 Deliver the best possible service to our customers.
- 5.2 Ensure that we communicate with our staff and keep them informed of issues through one-to-one and group briefings, notices, and newsletters etc.
- 5.3 Ensure all agreements made within the Machinery of Negotiation and Consultation are fully adhered to.
- 5.4 Working together with the trade unions in an atmosphere that fosters good working relationships and promotes good employee relations.
- 5.5 Hold regular meetings in the Negotiating and Health and Safety Machinery's, provide information on the Business Plan, and work in accordance with the Health and Safety Code of Best Practice.
- 5.6 Ensuring all Service Control staff have formal one-to-one P&D discussions in accordance with Company Standards.
- 5.7 Provide the necessary Training to all Service Control staff in order for them to carry out their job to the best of their abilities.
- 5.8 Treat all staff with respect.

## **6.0 Deployment & Rostering Arrangements for all Service Control staff**

### **6.1 Deployment**

- 6.1.1 Resident staff will normally work at a specific location in accordance with the Duty Roster.
- 6.1.2 In the 6 months following transfer / promotion, and all other cover arrangements are exhausted, resident staff may occasionally be required to work at other locations to operate equipment for which they are competent. After 6 months this will be by mutual agreement between the staff and employing manager concerned.
- 6.1.3 In certain circumstances such as planned closures or emergency situations, competent Service

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Control staff may be required to work in emergency signalling control points [e.g. IMR's, SER's, ground frames, emergency control rooms, etc] associated with their control room or signal cabin. This shall be in accordance with the relevant health and safety requirements. [Please refer to appendix 6 for further clarification].

- 6.1.4 Relief and cover staff will normally be deployed to cover annual leave, sickness, meal relief, training, or the absence of staff.
- 6.1.5 Relief and cover staff will normally be used to cover absence before resident staff.
- 6.1.6 Resident and relief staff will normally book on and off duty at the locations at which they are rostered to work.
- 6.1.7 Competent Service Control staff may be required to cover in the short-term higher grade positions, subject to business need, where that person holds the relevant licensing. Higher grade pay will be paid in accordance with the details outlined in the Salary Administration Handbook.
- 6.1.8 When other cover arrangements are exhausted, competent Service Control staff may be required to cover in the short-term lower grade positions, subject to business need, where that person holds the relevant licensing.

## **6.2 Rostering**

- 6.2.1 The average working week shall not exceed 37 ½ hours per week across the roster.
- 6.2.2 Minimum duty length 5 hours without meal relief. This excludes reduced hour's staff to which no minimum duty length will apply.
- 6.2.3 Maximum duty length 10 hours Monday to Friday. 12 hours may be worked on Saturday &/or Sunday if proposed and agreed locally.
- 6.2.4 Meal relief will be 30 minutes unpaid, which may be taken off the premises. Maximum spell of duty without a meal break is 5 hours.
- 6.2.5 Staff working in excess of 10.5 hours will have 60 minutes of unpaid meal break, which should be taken in two separate 30 minute periods.
- 6.2.6 Minimum rest period between shifts 12 hours, reducing to 11:30 at weekends between 12 hour shifts.
- 6.2.7 An average of 2 days rest per week will be given on each roster.
- 6.2.8 No more than 7 consecutive duties shall be rostered.

## **6.3 Managed flexibility**

- 6.3.1 Consideration may be given locally to adjustments in shift length and shift times to the benefit of those working the roster. These adjustments may include reasonable and controlled adjustment to rostering parameters where these enable additional rostered rest day time through compressed hours working. Such adjustments must be subject to:
  - The change being to the benefit of and agreed by the majority of those working the roster;
  - Completion of risk assessment;
  - Required working hours being maintained over the roster period;
  - No additional cost;
  - Management approval.
- 6.3.2 Sample alternative roster patterns and guidance on how these can be developed is available from Scheduling Services.

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## **6.4 Reduced Hours Working**

- 6.4.1 Reduced hours working arrangements will be considered where there is a request from an employee for reduced hours and/or job share but this is subject to the needs of the business.
- 6.4.2 Employees on reduced hours contracts will be required to maintain their licences which may require full time attendance.
- 6.4.3 Once all other avenues have been exhausted, employees with reduced hours contracts may be requested to work additional hours within the same parameters as full time employees by mutual agreement.
- 6.4.4 Please refer to appendix 7 [LU Flexible Working Guidelines] for further details.

## **6.5 Duty Roster Alterations**

- 6.5.1 Following consultation with local representatives;

28 days notice of a new duty roster will normally be given.

In the event of an emergency, 3 days notice will be given.

Local requests for roster alteration should be submitted by application to the employing manager and Scheduling Services.

All rosters must comply with the listed parameters.

Local representatives may propose reasonable modifications to the proposed roster, provided that such amendments continue to achieve the span of hours and cover required and are technically compliant with agreed rostering parameters.

Where changing rosters has a significant impact upon staff and agreement cannot be reached locally the matter will be referred to Functional Council for resolution as per the Machinery of Negotiation 2002.

- 6.5.2 All rosters for resident staff will be drawn up to include rest day covers as an integral part of the roster. Where separate rosters are provided for relief staff these will also include rest days.
- 6.5.3 Please refer to appendix 4 for duty roster alterations for major special events.
- 6.5.4 For resident staff, start times may be varied by up to 2 hours earlier or later of the rostered start times normally with one week's notice of the change. Where unpredictable special circumstances require, less notice may be given, wherever possible by mutual agreement.
- 6.5.5 For cover and relief staff, duties may be changed with 48 hours notice, where unpredictable special circumstances require, less notice may be given, wherever possible by mutual agreement.
- 6.5.6 Duty sheets for cover shifts and reserve staff will be published at least 28 days in advance. Once published, rest days can only be changed by mutual agreement. Rostered rest days for resident staff can only be changed by mutual agreement.
- 6.5.7 Where staff agree to vary their start or finish times at short notice, they will be allowed to book the existing staff travel facilities or other travel facilities as agreed by the relevant parties.
- 6.5.8 Mutual changeover of duties and / or rest days can only be agreed by the employing manager or deputy. All requests must be put in writing to the employing manager or deputy.

## **6.6 Overtime**

- 6.6.1 Service Control staff may be required to work additional unrostered overtime to meet the needs of the business by mutual agreement.
- 6.6.2 Unrostered overtime for unforeseen circumstances will not normally result in more than 12 hours on duty.

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6.6.3 Where practicable, overtime will be fairly distributed on the basis of volunteers being sought in the first instance. This will be subject to working time directives and company policy regarding numbers of working hours and numbers of shifts.

6.6.4 The minimum rest period between duties will be complied with on all occasions.

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## **A.1 Appendix 1: Definitions**

- A.1.1 *Emergency*: A serious situation or occurrence that happens unexpectedly and demands immediate action.
- A.1.2 *Special Event*: An event which is known about in advance, including those organised and managed by an outside party or outside parties, which requires the Company to plan for any alteration to operational arrangements; for example the Notting Hill Carnival, or a Royal Wedding.
- A.1.3 *Signal Cabin*: A room other than the Signalling Control Centre, Stratford Market Depot Control Tower, Neasden Depot Control Tower, Service Control Centre, Line Control Office, or regulating room where operating staff control the fixed signalling.
- A.1.4 *Control Room*: A location where the line control, signalling control and traction current control (on some lines) functions are carried out in an integrated manner.
- A.1.5 *Employing Manager*: The person authorised by the Company to manage a group of assets, personnel and or services.

## **A.2 Appendix 2: Grade Structure, Career Progression & Development, Transfer & Promotion Process**

A.2.1 **Grade Structure**: Please see appendix 9

### **A.2.2 Transfer and Promotions Process:**

- A.2.2.1 Employment into the Service Control grades will be on the basis of suitability in accordance with the principle of employment contained within the "Agreement for Operational Staff and Operational Manager's".
- A.2.2.2 Staff appointed to service control posts will not normally be allowed to transfer into a similar post for a period of two years following qualification.
- A.2.2.3 Promotion within these positions is not effected by these time periods.
- A.2.2.4 Service Control staff may apply for an "extreme hardship" transfer. Where such an application is made the reasons given must be such that the quoted circumstances will be improved or completely relieved by the transfer. Applications should be made to the respective employing manager with supporting evidence. The employing manager should interview the applicant and liaise with the "receiving" manager before any decision is made. Where a transfer is approved they may be given priority over any other transfer requests that have been made in the normal manner. The employing manager should also liaise with the individuals chosen representative if appropriate. Where a transfer is rejected the employee can appeal against this decision and can be accompanied by their chosen representative at any meeting to discuss the decision.
- A.2.2.5 Where trainees are unable to meet the required standards then they will be dealt with in accordance with the procedures contained in Framework Appendix 3 (Resourcing, Training & Development).
- A.2.2.6 Transfer to another Service Control location will take place in line with this agreement. In extraordinary circumstances (for example, where a dispute arises between the donating and receiving managers), the chair of Service Control Functional Council will arbitrate. Further transfers will not normally be allowed until three years has elapsed.

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A.2.2.7 Staff wishing to transfer between signal cabin positions will be considered on receipt of written application and by date of application. All transfers must be with the agreement of the employing manager or deputy.

A.2.2.8 Promotion to / from within Service Control will be by individual application and open to both internal and external candidates. Selection will be based upon suitability.

### **A.2.3 Career Progression and Development**

A.2.3.1 Service Control staff will be encouraged to further their career through the Service Control structure. Grade progression aids recruitment and the retention of key staff and it enables staff that join to progress and have rewarding careers in this area. The underlying principle of career progression within Service Control will be based on suitability. Staff who join the Service Control family will be given help and encouragement through the performance and development process to further their career in this area.

## **A.3 Appendix 3: Resourcing, Training & Development**

A.3.1 The following procedure is recommended for resourcing, training and developing staff within Service Control, for both internal and externally recruited candidates. This guidance is similar to the procedure applying to internal and external recruited Train Operators. Whilst it provides guidance for externally recruited staff, it does not replace the existing probationary procedure. It also provides guidance for dealing with Trainee's who are unable to satisfactorily complete training.

A.3.2 In view of the time taken to recruit and train new entrants, consideration should also be given to setting up Panels, whereby internal staff can apply for roles within Service Control, undertake training and qualify, then return to their substantive positions to await a vacancy.

### **A.3.3 Resourcing**

A.3.3.1 Applications shall be tailored to encourage people from within LU trains and stations, with practical operating knowledge and experience to apply for Service Control positions.

A.3.3.2 A short listing process shall be used and will take into account any number, but not necessarily all, of the following to determine whether an applicant should be interviewed:

- Length of service
- Personal development achievements within Service Control
- Voluntary course qualifications
- Competence / behavioural based competence examples
- NVQs in railway operations
- General Knowledge qualifications

A.3.3.3 For those candidates who have successfully passed the shortlisting then a practical test such as the 'paint pot', 'conveyor belt', or other psychometric test could be used to determine suitability.

A.3.3.4 Applicants successful at the testing stage would then be interviewed by an employing manager (SCM) and HR representative.

### **A.3.4 Training**

A.3.4.1 The recruitment and selection process should minimise the risk of a trainee failing the training process. When a trainee starts the training programme the standards of work required, the conditions of any probationary period and the consequences of failing to meet the required standards shall be explained. The trainee does have a contractual responsibility

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to achieve a satisfactory level of performance.

A.3.4.2 Training for all Service Control positions shall be developed in a modular form available via the intranet or book format, to provide clear guidance and understanding, for both trainer and trainee, of the standards and development progress that is required. These modules could also be used for self / distance learning by staff wishing to enter or progress in Service Control.

A.3.4.3 Training will consist of a number of phases, which may be divided into stages, depending on the position concerned. The Trainer shall review each stage of training with the trainee and a report produced, signed off by both.

A.3.4.4 The first phase of training for all Service Control positions will be OPT, which requires a % pass mark, depending on grade, which must be achieved before progressing to the next phase of training.

A.3.4.5 The second and/or subsequent phases will consist of a number of stages, including a theory based element specifically for the position(s) involved, followed by practical training at the location(s).

A.3.4.6 At the end of each stage of training, the trainer and trainee must review the work undertaken, and if the standards have not been met then advice must be given and recorded.

A.3.4.7 At the end of the final stage of training, successful trainees may be offered a contract for a position within Service Control or placed in the reserve panel. Internal applicants placed on the panel will be returned to their substantive grade to await a vacancy.

A.3.4.8 Where a trainee is unsuccessful then internal staff shall be returned to their substantive grade. External trainees who fail training shall be given a choice of transferring to another suitable position within customer services if appropriate, or if this alternative position is not acceptable to the trainee then dismissal should be considered.

### **A.3.5 Internal Trainees:**

A.3.5.1 Internal Trainees will retain their substantive rate of pay (or the minimum of the trainee salary band or spot rate if greater) whilst training for a position within Service Control.

A.3.5.2 If an internal applicant should fail their Service Control training then they will be returned to their substantive position.

### **A.3.6 External Trainees:**

A.3.6.1 At the beginning of employment with London Underground all new entrants will have a probation period. The probationary period will not usually be less than three months, or more than six months. It may be extended in exceptional circumstances to nine months, but this is the absolute limit to ensure the process is completed within one year.

A.3.6.2 The probation period only applies to new entrants and not internal staff who have sought promotion within, or to, service control.

A.3.6.3 For external recruits at least two formal documented interviews must be carried out by the employing manager (or their nominated representative) during the probation period, when attendance and performance will be reviewed. These shall be held after 3 and 6 months, at appropriate stages of the training, whether the trainee has passed or failed the training.

A.3.6.4 Probation report shall be completed for all external recruits and kept in their staff record. If a member of staff has had a reference which is not entirely satisfactory, or there are any performance or attendance problems, they should be seen more often.

A.3.6.5 If an extension of probation is necessary the manager / representative will counsel and give relevant guidance as necessary to assist them in improving their performance / attendance. The employee must be advised in writing of the improvement required and the time this must be achieved by.

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A.3.6.6 For new entrants, service may be terminated by the Centurion Manager without referral to a Disciplinary hearing where:

- The trainee has not achieved the standard required during training
- Performance does not meet the required standard
- Attendance record is unsatisfactory
- Unsatisfactory references are received

A.3.6.7 Should an external applicant fail OPT then the employing manager shall arrange a case conference and consider the following as possible actions, re-training, alternative position i.e. station assistant, if no alternative position is available or unacceptable to the external candidate, then dismissal may be considered.

A.3.6.8 If an external trainee fails the subsequent training then a case conference shall be held to determine whether the trainee be given a choice of transferring to another suitable position within customer services if appropriate or if this alternative position is not acceptable to the trainee then dismissal should be considered.

### **A.3.7 Development:**

A.3.7.1 Staff wishing to enter or further their career within Service Control should be encouraged to discuss their aspirations at P&D sessions. Management shall provide materials, help & encouragement, and staff should also be prepared to spend their own time in developing their knowledge.

A.3.7.2 Distance learning in the form of training manuals shall be made available for all positions within Service Control. This would enable staff to increase their understanding and knowledge in this area, at their leisure. This work could be supported and validated by the local Duty Manager Signals or Service Control Instructor.

A.3.7.3 Consideration should also be given to re-introducing voluntary classes (held AM before late duties commence, or PM after early duties have finished) to enable staff to further their interest & knowledge in Service Control, within a more structured format, in their own time.

A.3.7.4 Satisfactorily completed distance learning or voluntary course work should be submitted with applications for Service Control roles, and would be considered at the short-listing stage.

### **A.3.8 Panels:**

A.3.8.1 Consideration should be given to creating panels for all grades within Service Control. This would enable people from all areas of the business to apply, train and qualify for a particular grade in Service Control and at the end of their training return to their substantive post until a vacancy occurs. This would enable suitably qualified people to be in place to take up vacancies within service control with minimal delay.

A.3.8.2 People on the "Panel" would be awarded an annual payment for maintaining appropriate licences in the area they are qualified for.

## **A.4 Appendix 4: Scheduled Arrangements for Major Special Events for Service Control Staff**

A.4.1 Please see detailed below, arrangements for major special events where it is necessary to operate the railway for customers throughout the night. It is not envisaged that this would normally exceed three events per annum.

A.4.2 Special duty schedules / rosters will be issued as necessary to cover any services required to cater for the event.

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- A.4.3 The starting time for a scheduled duty may be moved as necessary and shift length varied, in order to provide a service throughout the night. Shift lengths will not exceed agreed rostering parameters as defined in the framework agreement.
- A.4.4 Where changes to rest days and or duties may be required, this will be achieved by revisions to the roster for a temporary period, and a minimum of 28 days notice will be given and displayed in control rooms and distributed to other locations. Every effort will be made to avoid such changes, but where necessary the member of staff working a normally rostered rest day will be paid at the applicable overtime rate.
- A.4.5 Where rostered late turns work a night turn instead, then each duty concerned will be paid an additional payment at the hourly rate for any time on duty, plus a payment equivalent to an additional shift. A night turn shall be defined as a duty booking on before 01.00 and booking off after 05.00.
- A.4.6 Volunteer Service Control staff will initially be sought to work the additional night duties. In the event that this fails to satisfy staffing requirements, then duties will be allocated.
- A.4.7 Times of duties may be altered in accordance with the Framework Agreement, however if the booking-on time is moved by more than four hours, then an additional payment of 50% of the hourly for the shift will be paid i.e. time and a half.
- A.4.8 Duties working their normal shift within existing agreements will not receive any enhancement.
- A.4.9 Detailed arrangements for the allocation of staff to duties will be dealt with locally.

## **A.5 Appendix 5: Annual Leave:**

### **A.5.1 Leave Allocation**

- A.5.1.1 Allocation of annual leave is subject to local arrangements. In the absence of any such arrangements one of the two systems detailed in A.5.2 and A.5.3 will be applied.
- A.5.1.2 The two arrangements are set out below, the system to be used will be determined between the local employing manager and group concerned.

### **A.5.2 Rostered Leave Arrangements**

A.5.2.1 Where Leave is rostered it will be taken in the following blocks:

- Spring Block: 8 x 2 week periods commencing the last Sunday in February
- Summer Block: 8 x 2 week periods commencing the second Sunday in June
- Autumn Block: 8 x 1 week periods commencing the last Sunday in September
- Winter Block: 8 x 1 week periods commencing the first Sunday in December

The above can be varied locally by mutual agreement between the employing manager and local line representatives.

A.5.2.2 Leave is allocated by rota: 5.3.1.4.8.6.2.7

A.5.2.3 Any additional days annual leave entitlement not covered in these arrangements will be taken on a date mutually agreed between the employee and the employing manager at any time during the year.

A.5.2.4 Staff transferred or promoted onto a new roster group will be allocated to a vacant position within the Annual Leave roster for the following year.

A.5.2.5 Agreed or rostered leave at the time of transfer will be honoured but may be altered by mutual

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agreement.

A.5.2.6 Mutual changeover of rostered leave periods within the roster group must be notified at least 4 weeks in advance and approved by the employing manager.

A.5.2.7 Staff requiring continuous leave over one week in duration not in accordance with the arrangements in paragraphs A.5.2.1, may apply in writing to their employing manager.

A.5.2.8 Applications for continuous leave must be received by 30 June for dates in January to June of the following year, and by 30 November for dates in July to December of the following year. Preference will be given to those applicants who have not made use of the facility in previous years. Those who have made use of it most recently will be given the lowest priority.

### **A.5.3 Individual Leave Arrangements**

A.5.3.1 Applications for annual leave should normally be submitted 28 days in advance.

A.5.3.2 This schedule specifies the arrangements for non-rostered annual leave; applicable in the absence of any agreed local arrangements.

A.5.3.3 Applications for leave will be granted in order of date received by employing manager or nominated deputy. Whole weeks will normally take precedence over odd days.

A.5.3.4 Up to three consecutive weeks can be applied for. Applications for more than three consecutive weeks must be personally approved by the employing manager.

A.5.3.5 Separate lists will be maintained for the weeks including Christmas Day and New Year's day. Once leave has been granted for any time in this period per year then the applicants name goes to the bottom of list.

A.5.3.6 Wherever practicable, all leave should be taken within the calendar year.

A.5.3.7 The employing manager must agree any requests for leave to be carried forward into following year, in which case it must be used by no later than the end of February or it will be forfeit.

A.5.3.8 Unless previously agreed any leave not taken during the leave year will be forfeit.

## **A.6 Appendix 6: Emergency Signalling Control Equipment Working**

A.6.1 Service Control staff will be expected to operate all emergency local signalling control equipment associated with the areas or lines they normally work on.

A.6.2 Service Control staff must be licensed / certificated to operate the emergency local signalling control equipment.

A.6.3 Emergency local signalling control equipment will normally be worked by service control staff when the controlling equipment in the associated signal cabin / control room is unavailable.

A.6.4 Definitions of emergency signalling control equipment are: IMR's, SER's, ground frames, emergency point controls Neasden depot, signalling control panels, or any form of local signalling control.

## **A.7 Appendix 7: Reduced Hours Working**

A.7.1 The following facilities have been agreed for Service Control staff to work Reduced Hours and for Job – Share arrangements.

### **A.7.2 Reduced hours working**

A.7.2.1 Employees may seek the agreement of their employing Manager to a reduction in contracted hours. Any reduction will be at the discretion of the employing manager. Where a reduction is

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agreed salary, annual leave and appropriate benefits will be calculated on a pro rata basis. Longer term reduced hours working will in most cases take place on weekends and bank holidays due to the nature of Service Control.

### **A.7.3 Principles**

A.7.3.1 This agreement specifies the arrangements that apply to staff wishing to opt to do reduced hours working. It is compiled to allow current Service Control staff to adjust their working hours to meet the needs of their life outside of work.

A.7.3.2 The aim of the reduced hours contract facility is to improve the quality of work-life balance for service control staff without disadvantaging full or reduced hours staff.

A.7.3.3 Reduced hours working is not intended for employees wishing to take up paid positions outside the company. Appropriate disciplinary action will be taken if this is found to have occurred.

### **A.7.4 Process**

A.7.4.1 The manager must arrange a meeting within 28 days with the employee concerned to discuss the request. The employee may be accompanied by a Trades Union representative or work place colleague at any such meetings. The Manager then has 14 days in which to respond to the request.

A.7.4.2 In the event that the employee wishes to return to full time duties, they will be placed on top of the waiting list for their home location and be able to seek a full time vacancy elsewhere until a vacancy arises at their home location. The position cannot be advertised because it was created and monitored by the agreement of the Service Control Functional Council to accommodate the individual concerned.

A.7.4.3 The Service Control Functional Council Secretaries may jointly sanction the commencement of the reduced hours.

A.7.4.4 Coverage will be provided by the normal cover staff.

A.7.4.5 The manager must arrange a meeting within 28 days with the employee concerned to discuss the request. The employee may be accompanied by a Trades Union representative or work place colleague at any such meetings. The Manager then has 14 days in which to respond to the request.

A.7.4.6 The employee can appeal against any decision where the request is refused [see Flexible working guidelines for details]. See also the TFL Flexible working guidelines for further details.

A.7.4.7 Employees whose request is granted must agree suitable arrangements with their Employing Manager in order that their licences and training are maintained.

### **A.7.5 Job Share**

A.7.5.1 Job sharing is an arrangement by which a full time position is shared by two part time employees. Employees who chose to participate in a job share arrangement will receive salary and benefits calculated on a pro rata basis.

### **A.7.6 Principles**

A.7.6.1 Job-sharing is an arrangement by which a full time Service Control Staff post and position is shared by two individuals who have come to an agreement to work reduced hours and it will only apply to full time shifts.

A.7.6.2 The aim of the job-share facility is to improve the quality of work-life balance for Service Control Staff without disadvantaging other Service Control Staff. It is not intended for

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employees wishing to take up paid positions outside the Company.

A.7.6.3 There is no intention to create positions on the roster which are not contractually full time. Any attempt to use this procedure to gain any unwarranted advantage shall be regarded as an abuse of the procedure and may result in any special moves granted being withdrawn or any other appropriate action.

#### **A.7.7 Process**

A.7.1.1 Where two Service Control Staff at a location decide that they wish to share a single post they should inform their Employing Manager in writing. A formal request to work a job share must be submitted in writing to the local employing manager stating the pattern he or she wishes to work and how this might be accommodated.

A.7.7.2 The manager must arrange a meeting within 28 days with the employee concerned to discuss the request. The employee may be accompanied by a Trades Union representative or work place colleague at any such meetings. The Manager then has 14 days in which to respond to the request.

A.7.7.3 Employees at a location who wish to job share must give at least 28 days notice of their intention to share a post.

A.7.7.4 The Employee can appeal against any decision where the request is refused. (See Flexible working guidelines for details)

#### **A.7.8 Arrangements working pattern:**

A.7.8.1 The employees shall mutually agree the pattern of days to be worked and each Job-share partnership will be unique. In each case full details of agreed working arrangements must be set out in writing and agreed with the employing manager.

A.7.8.2 A copy of each agreement shall be sent to the Staff and Management Side Secretaries of the Service Control Council for monitoring purposes.

A.7.8.3 Individuals will be required to sign a revised Contract of Employment.

A.7.8.4 Job-share partners may mutually agree to vary their working arrangements on a short-term basis. In this case notification of the change will be given to the employing manager. In each case the number of shifts worked and rest days should accord with the job-share agreement over a maximum of four weeks. Any long-term variation of the agreement should result in a new agreement that should be drawn up.

A.7.8.5 Job-sharers shall be entitled to change over with other employees of the same grade but all change-overs shall be subject to the provisions of the Professional Service Control Agreement.

#### **A.7.9 Mutually Agreed Ending Of Job-Share Agreement**

A.7.9.1 90 days notice of an intention to end their job share arrangement and return to full time employment should be given to the Employing Manager. In the event that employees wish to return to full time duties, the post will be allocated to the senior partner in the job share. The junior partner will be placed as top of the waiting list for their home location and be able to seek a full time vacancy elsewhere until a vacancy arises at their nominated location.

#### **A.7.10 Unplanned Ending of Job-Share Agreement:**

A.7.10.1 In the event of the arrangement being terminated by events outside the control of the parties, (e.g. Dismissal, Death, Resignation) the following options can be pursued:

- Seek another job-share partner with the assistance of the Employing Manager and Staff Representative

- 
- Coverage by normal coverage arrangements for up to 90 days
  - Return to full time working
  - Seek another suitable position within the company

#### **A.7.11 Monitoring**

A.7.11.1 The operation of each job-share agreement shall be monitored at the appropriate Level One Committee Meeting. Any difficulties shall be referred to the Service Control Council for resolution. The monitoring of all job-share agreements shall be a standing item on the agenda of the Service Control Council. The Service Control Council shall monitor the operation of this agreement on a six monthly basis.

A.7.12 Other relevant documents see also:

- Work life Balance Policy
- Employment Policy Guideline on Flexible Working

### **A.8 Appendix 8: Transitional Arrangements**

A.8.1 The arrangements set-out in the Main Agreement for Operational Staff and Operational Managers will be used to relocate staff during transition associated with the restructuring of Service Control during 2004 / 2005. This will be in conjunction with the principles outlined in Heads of agreement dated 5 January 2005.

# Professional Service Control Agreement

## A.9 Appendix 9: Grade Structure

Trainee	Professional				Instructor
	<b>Manager</b>				
Application →	<b>Manager Level 1</b> DLM:ELL	<b>Manager Level 2</b> DOM DLCM			
	<b>Controller</b>				
Application →	<b>Service Controller</b> SC W&C	<b>Service Controller Level 1:</b> SDM: Single Function  SCCA TMA DMTM	<b>Service Controller Level 2:</b> SDM: Multi Ops  Line Controller TMM DMS DRM	Between 10% - 15% of staff will be encouraged to train as instructors.	
	<b>Operator</b>				
Application Apprentice →	<b>Operator Level 1:</b> SO: Amersham SO: Hammersmith SO: Upminster SO: New Cross	<b>Operator Level 2:</b> SO: Rickmansworth SO: Harrow SO: Rayners Lane SO: Barking SO: Whitechapel SO: Edgware Road	<b>Operator Level 3:</b> Relief SO: MCL Relief SO: DIS, ELL, W&C	<b>Operator Level 4:</b> SSO	
		<b>Line Information</b> LIS			