

LONDON UNDERGROUND LIMITED

**Framework Agreement for Station Staffing**

This agreement specifies the arrangements for the staffing of stations operated by London Underground Limited and is supplementary to the Company's agreed principles of employment.

**1 Schedules to This Agreement**

The schedules numbered one to *nine* to this agreement specify the arrangements which apply to staff employed by London Underground Limited in *full-time and part-time* posts to operate stations owned by London Underground Limited or operated by them on behalf of other owners (BR/DLR).

<b>Schedule No.</b>	<b>Title</b>
1	Job types, Roles, Job Licences and Medical Standards
2	Staff Deployment
3	Rostering, Leave Arrangements and Overtime Working
4	Licence Training Arrangements
5	<i>Promotion Arrangements</i>
6	<i>Job Transfer Arrangements</i>
7	<i>Displacement Arrangements</i>
8	Employment of Staff on Part-time contract
9.	<i>Rostering Parameters.</i>

**2 Definitions**

In the schedules numbered one to *nine* to this agreement the following definitions apply.

<b>Term</b>	<b>Meaning</b>
Company	London Underground Limited

Group Station Manager (or alternative title as decided from time to time by the Company)	The person authorised by the Company to manage a number of the Company's stations.
Duty Station Manager	The person normally delegated to act on the Group Station Manager's behalf.
<i>Full-Time Staff</i>	<i>Staff employed on contracts covering the full contractual hours of posts in the stations' structure.</i>
<i>Part-Time Staff</i>	<i>Staff employed on contracts covering less than the full contractual hours for posts in the stations' structure.</i>

### **3 Special Note**

***Managers and staff Representatives concerned with the operation of this agreement must relate the provisions to Functional Committee Meeting Minutes of 27 January 1995, 14 February 1995, 29/30th November 1995, 1st December 1995 and 12th December 1995.***

## Framework Agreement for Station Staffing

### Schedule No.1 - Job Types, Roles and Job Licences

This schedule specifies the two types of job required for the operation of the Company's Stations.

#### 1 Manager responsible for Station Staff

1.1 The Manager responsible for station staff on each group of stations is the Group Station Manager or his/her delegated representative, normally the Duty Station Manager, when the Group Station Manager is not on duty. The Group Station Manager will decide on all matters concerning each employee's deployment and performance in accordance with the Company's policies, rules and procedures and the other schedules of this agreement.

#### 2 Station Supervisor

2.1 The Station Supervisor will be in charge of the operation of *the station to which they are deployed* at any time, reporting to and taking instructions from the Duty Station Manager or Group Station Manager as appropriate to the circumstances at the time. When a manager or *another supervisor* assumes authority the transfer of responsibility will be recorded in writing.

2.2 *Whilst on duty* the Station Supervisor will be responsible on the Company's behalf for:

- the supervision of all *Station Staff, Customers, Visitors, Tenants, Contractors and train staff when booking on duty at specified locations.*
- all physical assets which comprise the station;
- the performance to Company standards, in accordance with Company rules and procedures, of all activities required for the safe and efficient operation of the station.

2.3 Where more than one Supervisor is on duty at the same time, one Station Supervisor will be rostered as the Person-in-Charge and the other Station Supervisor(s) will report to the Person-in-Charge.

2.4 Station Supervisors will be required to undertake all tasks for which they hold licences, as appropriate to the duties to which they are rostered or assigned ***and must hold a licence for ticket office operation. Supervisors will be required to exercise discretion as to whether they operate ticket offices or discharge other duties but may be expected to justify their decision.***

### **3 Station Assistant**

- 3.1 Station Assistants will assist the Station Supervisor in carrying out the activities necessary for the safe and efficient operation of the station to Company standards, in accordance with Company rules and procedures and will report to and take instructions from the Station Supervisor.
- 3.2 Station Assistants will be required to provide assistance to customers, their Supervisor, and to other staff and to help safeguard the safety and security of all persons and property legitimately on the station and the physical assets which comprise the station.
- 3.3 Station Assistants will be required to undertake all tasks for which they hold licences, as appropriate to the duties for which they are rostered or assigned **and will coach other Station Assistants and work in Station Operation Rooms when licensed to do so.**

### **4 Job Licences**

- 4.1 In accordance with the Principles for Job Licensing, Station Supervisors and Station Assistants will be required to hold a job licence covering the core competencies needed to do their job, as relevant to the characteristics of the station or stations at which they are required to work.
- 4.2 The performance of station staff will be assessed on a regular basis by the Group Station Manager and the Duty Station Managers. Where an employee's performance falls short of Company Standards, the appropriate job licence or additional skill endorsement(s) may be temporarily or permanently withdrawn. This will be done where a serious shortcoming is identified, after appropriate counselling, extra coaching or training *to meet their training need* has failed to achieve the necessary improvement.
- 4.3 *The core job licences and any additional skills endorsements of staff will be re-assessed every three years at dates specified for each Line Business Unit. Staff failing will be dealt with as in 4.2 above. Special help and training will be given to enable staff to successfully revalidate licences.*

### **5 Medical Standards**

- 5.1 All station staff will be required to comply with the Principles for Medical Standards, except that at certain stations, a limited number of posts will be available to which the full Medical Standards do not apply. Each of these medically restricted posts will be filled after individual consideration of the medical condition of the employee concerned.

## Framework Agreement for Station Staffing

### Schedule No. 2 - Staff Deployment

This schedule specifies how station staff are deployed to deliver customer requirements and achieve effective team working at each station within a group of stations managed by a Group Station Manager.

#### **1 Resident Staff**

- 1.1 Resident staff will normally work at a specific station in accordance with the rosters and duty schedules decided by the Group Station Manager. Where specifically required some duties may include either complete or part shifts at other stations within the group.
- 1.2 *Resident staff will occasionally be required to work at other stations within their group of stations. They may also be requested, with their agreement, to work at other stations in any job for which they hold the relevant licences, provided the requirement or request to work at another station arises out of an occurrence which was not anticipated.*
- 1.3 *In order to facilitate meal break coverage, staff will be required to work at any station within their group and no more than the two immediately neighbouring stations on adjacent groups. They may be requested, with their agreement, to work on any station for which they hold appropriate licences.*

#### **2 Cover Staff**

- 2.1 Cover staff will normally be deployed on a group to cover the absence from duty for whatever reason of any other station staff, as required by their supervisor or manager.
- 2.2 Cover staff will be provided with 28 days Notice of Duties and Rest Days.
- 2.3 Cover staff will occasionally be required to work at any station within the business area or be requested, with their agreement, to work at other stations in any job for which they hold the necessary licences in accordance with the rostering arrangements decided by the Group Station Manager, or in any individual shift by the supervisor or manager on duty at the time.
- 2.4 Cover staff will normally cover uncovered duties at other stations in preference to resident staff.
- 2.5 The hours worked by cover staff will be accumulated over a twelve week period. Hours worked in excess of contractual hours will be paid at the appropriate overtime rate. Where hours

worked in the twelve week period are less than contractual hours, the shortage will be carried over to be worked in the following twelve week period.

### **3 Booking On And Off Duty**

- 3.1 Resident and cover staff will book on and book off duty at the station(s) they are rostered to work at, provided that they have been notified of the station concerned by the end of their preceding working shift. Where this is not the case, they will book on duty at their base station and travel within the shift to the station(s) they are required to work at by their Supervisor or Manager. They will then book off duty at the station where their shift finishes *or at their base station by agreement with their Group Station Manager, recognising that any travelling will be in Company time.*
- 3.2 Where the provisions of paragraphs 1.1, 2.1, 2.3 or 3.1 mean that the employee will have to travel to or from work at times when public transport is not available, then the employee concerned will be allowed short notice booking of existing staff travel facilities or other travel facilities agreed by the relevant parties.

### **4 Selection Of Staff For Work In A Higher Paid Job**

- 4.1 Selection of staff to work in a higher paid job at the station or within the Group will be on the basis of the availability of suitably licensed staff for the shift(s) concerned. Where two or more suitably licensed staff are available total length of Company service will be used as a tie break.

**Framework Agreement for Station Staffing**

**Schedule No.3 - Rostering, Leave Arrangements And Overtime Working**

This schedule specifies the arrangements which apply to duty rosters, overtime working and leave rostering.

**1. Duty Rosters.**

- 1 Rosters and any changes to them will be decided by the Group Station Manager in consultation with the staff and staff representatives concerned *in accordance with the provisions of Schedule 9* and published at least 2 weeks in advance of the effective date of introduction. Rosters will be determined within the maximum and minimum parameters specified below *and must discharge the agreed contractual hours.*

<b>Parameter</b>	<b>Value</b>	<b>Notes</b>
Minimum Shift Lengths	5 hours	(1)
Maximum Shift Lengths	10 hours Mon-Sat 12 hours Sunday	(2)
Rostered Meal Break Duration	30 mins	(3)
Maximum spell of duty without a break:	5 hours	(4)
Minimum period between duties:	12 hours	(5)
Maximum number of consecutive rostered working days:	7	(6)
Average contractual hours worked per week:	35 hours (37.5 worked, 2.5 banked)	(7)
Average rostered working days per week	5	

## Notes

- 1) *May be exceptionally reduced to 4 hours when requested by staff to aid roster balance*
- 2) *In unusual or emergency situations staff may work no more than two consecutive shifts to a maximum of 18 hours only. This must be followed by a 12 hour break, and this must not occur more than once in any 28 day period.*
- 3) *During traffic hours all Supervisors and Station Assistants will be provided with an uninterrupted meal break, which may be taken off the station premises. If as a result of an unforeseen situation the meal break is interrupted the meal break may be taken later in the shift or staff will be paid overtime. When work is undertaken during Engineering Hours Supervisors will be provided with an uninterrupted meal break to be taken on site provided meal break times are properly publicised. When no work is being carried out during Engineering Hours Supervisors may take an off site meal break provided the Duty Manager and adjacent staff are informed.*
- 4) Staff working shifts in excess of 10 hours 30 minutes will have two 30 minute meal break periods included in the shift.
- 5) The minimum period between duties may, exceptionally, be reduced to 10 hours and 8 hours in an emergency situation.
- 6) Staff will occasionally work 8 consecutive shifts to facilitate the provision of long weekend rest periods and to minimise split rest periods during the week.
- 7) *In all cases rosters will not be for less than 30 hours or for more than 45 hours in any week.*

### *Variation To Duties.*

Variations to duties to take account of special events, possessions, *unanticipated sickness or absence* etc., will be decided by the Group Station Manager in consultation with the staff and staff representatives concerned. Changes to duties will be as shown below:

- 2.1 For resident staff duty start times may be varied by up to 2 hours earlier or later than the rostered start times normally with one week's notice of the change. Where unpredictable special events require, less notice may be given.
- 2.2 For cover staff, duties may *only* be changed with 24 hours notice *in the circumstances described above and wherever possible by mutual agreement.*
- 2.3 Mutual changeovers of duties *and rest days*, must normally be advised in writing to the Group Station Manager one week in advance. In exceptional circumstances, one shift's

notice will suffice. *Changes must comply with Duty Roster parameters at paragraph 1 of this schedule above.*

**3 Annual Leave will be rostered as follows:-**

Annual Leave is calculated by multiplying the average rostered number of days / shifts per week by 7.4 rounded to the nearest whole number.

Annual Leave - Full Time Staff

Early Winter	Commencing the last Sunday in February 5 X 1 week blocks	(AL)
Spring	Commencing 5 weeks later 5 X 2 week blocks	(AL)
Summer	Commencing 10 weeks later 5 X 3 week blocks	(AL)
Autumn	Commencing 15 weeks later 5 X 2 week blocks	(1 week AL & 1 week BRD's)
Late Winter One	Commencing 10 weeks later 5 X 1 week blocks	(BRD's)
Late Winter Two	Commencing 5 weeks later 5 X 1 week blocks	(BRD's)

Annual Leave - Part Time Staff

Spring	Commencing last Sunday in February 7 X 2 week blocks	(AL)
Summer	Commencing 14 weeks later 7 X 3 week blocks	(AL)
Autumn	Commencing 21 weeks later 7 X 1 week blocks	(AL)
Winter	Commencing 7 weeks later 7 X 1 week blocks	(AL)

Staff are reminded that these allocated blocks do not preclude staff from applying for odd days which will be granted subject to local cover being available. Any shortfall in entitlement will be deducted from the final allocated block/s

Leave allocation for the following year will be published by November 30<sup>th</sup> and leave must be cleared by the last Sunday in February following the leave year

Staff transferred or promoted into a group will be allocated to a vacant position within the Annual Leave roster for the following year for the Group. Existing Annual Leave arrangements will be honoured.

Staff requiring continuous leave over one week in duration not in accordance with the arrangements above, may apply in writing to their Group Station Manager. Applications must be received by 30th June for such leave in January - June of the following year and by 30th November for such leave in July-December of the following year. Preference will be given to those applicants who have not made use of this facility in previous years. Those who have made use of it most recently will be given the lowest priority.

Mutual change-overs of rostered leave periods must be notified at least 6 weeks in advance and approved by the Group Station Manager. Staff may apply for vacant leave periods.

#### **4. Overtime**

Overtime will from time to time be required to meet the exigencies of the service, but will normally be worked by mutual agreement between the member of staff and the Group Station Manager or their delegated representative. *Should overtime working be necessary it will be rotated amongst the staff concerned, with the first overtime shift available normally being offered first to the resident staff at the station concerned. As a guideline full time staff will not be expected to work more than 30% in excess of their contractual hours in any four week period.*

## Framework Agreement for Station Staffing

### Schedule No.4 - Licence Training Arrangements

*This schedule specifies the arrangements by which staff may gain the job licence and various skills endorsements required to enable them to develop their flexibility or to gain promotion.*

#### Promotional Licences

1. *Licence training places will be advertised from time to time to meet the Company's resourcing requirements.*
2. *Any Company employee may apply to receive training for a grade specific job licence and skills endorsements if that employee:*
  - (i) *does not have any current formal warnings for sustained unsatisfactory attendance or sustained unsatisfactory performance*
  - (ii) *does not currently have their rights to receive licence training restricted as a result of a disciplinary penalty.*
3. *Selection for licence training will be on the basis of competency based assessment in accordance with the Principals of Promotion and Recruitment. This will comprise the assessment of written application and subsequently by assessment at interview and performance on relevant tests and exercises.*
4. *The most suitable applicants will be identified and booked for training in seniority order (total length of service with L.U.L.). Unsuccessful applicants will be counselled by their Group Station Manager or their nominated deputy.*
5. *Staff normally will be given a minimum of 4 weeks notice to attend licence training provided that since the date of their applications none of the provisions of 2(i) and 2(ii) apply or the individual is on sick leave and is not expected to be available to take up their training position. If the latter is the case, the next suitable person from the list of successful applicants will be booked for training. The ("restricted") individual will be booked for training at the earliest opportunity. If the "restricted" employee subsequently gains the licences he/she will retain their original planned training completion date for inclusion on any promotion / transfer list. Staff may be given the opportunity to take a training place at short notice should it become available.*

6. *Staff who either cannot take up their training places or have to withdraw from training for valid reasons agreed with their Group Station Manager, will be eligible to take up the next available training place and the next suitable person from the list of successful applicants will take the training place.*
7. *Staff who either decline to take up their training place, are unsuccessful in their application or who withdraw from training without valid reasons agreed with their Group Station Manager may re-apply for subsequent training places.*

### **Development Licences**

8. *Licence training places for additional skills endorsements \* above the core licence for the job will be advertised as necessary to station staff at group or station level.*
9. *Selection and training arrangements will be in accordance with the provisions of paragraph 2 to 7 above.*

**\* Note:**

*Staff may require additional skills endorsements to facilitate their transfer at the same grade. In such cases training will be provided as training places become available or immediately following transfer.*

**Framework Agreement for Station Staffing**

**Schedule No.5 - Promotion**

*This schedule specifies the arrangements for staff who are applying for promotion to a higher grade post having obtained the licence and additional skill endorsements necessary for the post which they are applying. This schedule should be read in conjunction with the Guide to Transfer and Promotion.*

1. *Staff may submit a new or revised application for promotion to any post in either resident and/or cover jobs as soon as they gain the necessary licences and skills endorsements for the posts concerned. They may subsequently revise their promotion applications at any time or whenever they gain any further licence skill endorsements or in agreement with their Group Station Manager in extenuating domestic circumstances.*
2. *Names of applicants for promotion will be placed on a transfer and promotions waiting list for the station or group reserve in the date order of receipt of application. Vacancies will be filled in accordance with schedule No. 6.*

## Framework Agreement for Station Staffing

### Schedule No.6 - Job Transfer

*This schedule specifies the arrangements that apply to staff wishing to transfer to a job at the same grade at a different location or who have applied for promotion to a higher graded post having acquired the necessary promotional licences as described in schedule 4 and 5. **This schedule should be read in conjunction with the Guide to Transfer and Promotion.***

1. *Staff may submit a new or revised transfer application for a move at the same grade to up to five part-time or full-time posts in either resident and/or cover jobs at the time they take up their post at their current station. They may subsequently revise their transfer application every **twelve** months. Staff may withdraw their transfer application at any time. Staff may not transfer more frequently than once every **twelve** months.*
2. *Staff may submit a new or revised application for promotion to up to ten posts in either resident and/or cover jobs as soon as they gain the necessary additional licence(s) for the posts concerned.*
3. *Part-time staff with the necessary licences and skill endorsements may not apply for transfer to a full-time position before full-time staff with a booked training date. Part-time staff will only be issued with a transfer application form once all outstanding training has been completed for full-time staff with booked licence training dates.*
4. *Names of applicants for transfer or promotion will be placed on a transfer and promotions waiting list for the station in the date order of receipt of application. Vacancies will be filled in date of application order (earliest first), except as otherwise specified in the Principles for Transfer and Promotion.*
5. *When an applicant's name reaches the top of the waiting list for a transfer or promotion and a vacancy occurs, the applicant has the choice whether or not to accept the post. If accepted, the applicant will move to the post. Transferees may then change their applications as provided for in paragraph 1. Promotees must then revise any transfer or promotion applications to take account of their new grade. Up to five previous promotion applications now count as transfer applications at their new grade, should they so wish, retaining the original date of application.*

*Staff who decline a move, having reached the top of a transfer and promotion waiting list, will be removed from the list for that location. In the event of extenuating domestic circumstances, Group Station Managers will have the discretion to retain a member of staff at the top of the Transfer and Promotions waiting list. Staff who are not permitted to take up the vacancy for reasons set out in the Principles for Transfer and Promotion, will retain their place on the waiting list and the next applicant on the waiting list will be offered the vacancy. Should all the eligible applicants decline the vacancy, then the provisions of paragraph 9 will apply.*

- 7. Staff may not move on transfer or promotion if they have any current formal warnings for sustained unsatisfactory attendance or sustained unsatisfactory performance, but they will remain on the transfer and promotion waiting list and may move when attendance or performance has improved.*
- 8. Staff transferred or demoted as a result of a formal disciplinary decision will be deployed only to vacant posts for which there are no applicants on the waiting list, except in exceptional circumstances, when consultation will occur with the employees and staff representative(s) concerned.*
- 9. Vacant posts for which there are no candidates on the transfer/promotion waiting list will be advertised and filled in accordance with the Principles for Promotion or Recruitment as appropriate.*

## Framework Agreement for Station Staffing

### Schedule No. 7 - Displacement of Staff

This schedule specifies the arrangements for staff who are displaced from their positions *and should be read in conjunction with the Guide to Transfer and Promotion.*

1. Staff may be displaced to a job at the same grade or a job at a lower grade whenever:
  - 1.1 the number of full-time or part-time posts at a specified grade and location are reduced. In such cases staff will be displaced on a last in first out basis and will retain a priority move back to the grade and location from which they have been displaced.
  - 1.2 staff fail to attain additional skills endorsements to perform the job at the location concerned. If displacement is to a lower grade, staff will have a priority move back to the grade from which they were displaced which does not require the additional skills endorsements.
  - 1.3 staff fail to reach the required standard on licence revalidation.
  - 1.4 staff no longer meet the medical standards for the job.
2. In all cases staff will be counselled by the Group Station Manager and treated in accordance with the Principles of Employment. *Contractual protection of earnings will apply in circumstances covered by 1.1, 1.2 and 1.4 above.*

## Framework Agreement for Station Staffing

### **Schedule No. 8 - Employment of Part-Time Staff**

All Monday to Friday part time staff whose employment commenced after 1<sup>st</sup> August 2005 are contracted to work a 20 hour week either early or late shift within the following windows:

Early	0600 to 1200
Late	1500 to 2100

For group cover part time staff this may mean for the early turn, working one day from 0600-1000, the following day you may be working 0800-1200 and then 0700-1100 the following day. Your rostered duty will always be four hours within the 0600-1200 time period. Similar arrangements for late turn group reserve staff would apply between 1500 and 2100

For rostered Monday to Friday part time staff, although staff will normally be employed on a four hour specific duty, changes in customer demand may require your hours to be adjusted within the early and late windows described above.

1. *Part-time posts will be at the same grades and pro-rata rates of pay as full-time staff.*
2. *No employee will be allowed to hold simultaneously a full-time and a part-time contract of employment with the Company.*
3. *Where employees change from part-time employment to full-time employment without a break the employment will be considered as continuous with accumulated service entitlement calculated on a pro-rata basis.*
4. *Full-time staff who have chosen to become part-time employees will be able to return to full-time employment, in accordance with the provisions of Schedule 6. Where the change takes place without a break the employment will be considered as continuous and accumulated.*
5. *Part-time employees will be treated equitably with full-time staff in respect of terms and conditions of employment and will have the same rights in relation to local and Trade Union representation, discipline and individual grievances.*

**Framework Agreement for Station Staffing**

**Schedule No. 9 - Rostering Parameters.**

*This schedule specifies the principle parameters to be used when Group Station Managers, staff and staff representatives consider new or changed rosters. This schedule should be used in conjunction with Schedule No. 3, which specifies the detailed duty roster parameters.*

1. *Rosters and any changes to them must comply with the following parameters.*
  - 1.1 *Minimises the unsocial aspects of shift working whilst incurring no extra cost to the Company.*
  - 1.2 *They must discharge the contractual hours.*
  - 1.3 *No deterioration in safety for customers or staff recognising the Safety Critical work hours requirement specified in Note 2 of Schedule No. 3 Paragraph 1.*
  - 1.4 *Agreed by appropriate proportion of staff participating in the roster.*
  - 1.5 *No deterioration in customer service.*
  - 1.6 *Adequate provision for training and development activity.*
2. *Rosters must be consistent with the provisions of all schedules to this Framework Agreement.*