

LONDON UNDERGROUND LIMITED

**ASSOCIATED SOCIETY OF LOCOMOTIVE
ENGINEERS AND FIREMEN**

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

**PROFESSIONAL TRAIN OPERATOR
AGREEMENT 2002**

1 SCOPE

This agreement covers Train Operators, Instructor Operators and Trainee Train Operators and the arrangements for the staffing of trains operated by London Underground and is supplementary to the Company's "Principles of Employment". For the purposes of this document, Train Operators, Instructor Operators and Trainee Train Operators are referred to as "The Train Operator".

2 OVERVIEW

London Underground and the ASLEF and RMT trades unions recognise the importance of working together to ensure a safe and reliable train service for the visitors and people of London. All parties accept that a professional approach is necessary from all concerned.

3 LONDON UNDERGROUND AND ASLEF and RMT TRADES UNIONS COMMIT TO:

- Treat all LUL employees fairly and ensure that unfair discrimination does not occur at any stage of employment.
- Eradicate harassment from within the work force.
- Work together to promote sustained good levels of attendance and provide a rehabilitation process following traumatic incidents and other stressful events – see Appendix 1.
- Support the introduction and maintenance of Competence Assurance in accordance with the "Standards for the Management of Train Operators". All Train Operators are required to meet the standards prescribed and hold a job licence / competence certificate covering the core competencies needed to do their job, as relevant to the characteristics of the line.
- Encourage excellent performance and support the development of Train Operators through the "Personal Development Programme" and local briefings. Performance will be assessed on a regular basis. Where performance falls short of the standard required, improvement actions with dates, including extra coaching/ training will be agreed with the employee concerned at a Case Conference. Where such action fails to achieve the necessary improvement, then their competence certificate/ job licence or additional skill licence endorsement(s) will be temporarily or permanently withdrawn and with the agreement of the Train Operator concerned,

redeployment will be sought in accordance with the arrangements for dealing with staff who, as a result of Competence Assurance or the SPAD policy, are unable to meet job competencies. A joint agreement will be made at Company Council regarding the arrangements that will apply for all staff in the event of redeployment being necessary.

- 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 quickly without unnecessary escalation (see separate agreement covering the framework of consultation and negotiation dated 2002).
- The introduction and maintenance of arrangements to assist Train Operators who wish to change their working hours to meet family, caring or other similar responsibilities and to meet other emergency personal and domestic requirements– see Appendices 2a and 2b.
- The introduction of a special events agreement. A major Special Event is defined as an infrequent event of national or civic importance which results in significant numbers wishing to use the Underground, or part of the Underground. It is agreed that up to three events a year will be covered by either of the arrangements specified in Appendices 3a and 3b.

4 TRAIN OPERATORS COMMIT TO:

- Full co-operation in providing the best possible service for customers, ensuring trains depart on time and any delays en-route are minimised as far as is practicable.
- Wear the full, correct LUL uniform, in line with current agreements, when carrying out operational duties, in accordance with the Customer Service Delivery Standards and the Code of Conduct.
- Attend work regularly and on time, dealing with personal affairs outside working hours, and not allowing minor ailments to affect attendance.
- Ensuring good communication with customers, by providing clear and accurate information as soon as practical regarding any delay to their train or other delays or disruption to the normal train service utilising the P.A. and any other available systems on the train.

- Carry licences/ competence certificates, ensuring they are up-to-date. Train Operators recognise that it is their joint responsibility with management to ensure that their licences/ competence certificates do not expire.
- Maintain route knowledge.
- Where it is necessary to specially monitor the performance of a Train Operator, then he/ she will co-operate with the joint action plan and any subsequent reviews agreed at a Case Conference.

5 TRAINS MANAGEMENT COMMIT TO:

- Deliver the best possible service to our customers, balancing the needs of the customer with the needs of the Train Operator.
- Ensure that a defined percentage of work time is allocated to keeping staff informed through one-to-one and group briefings, notices, and newsletters etc.
- Ensure all duty schedules and rosters are posted in good time in accordance with current arrangements.
- Ensure all agreements made within the Machinery of Negotiation and Consultation are fully adhered to.
- Hold Level 1 and Level 2 meetings regularly, provide information on the Business Plan, and work in accordance with the Health and Safety Code of Best Practice.
- Take action to remedy as soon as practical any deficiencies within the timetable that cause staff to finish duty late on a regular basis.
- In the event of disruption to the train service, try to ensure the need for Train Operators to work beyond their booked finishing time is minimised.
- Ensuring all Train Operators have a formal one-to-one P&D discussion at least twice a year, in accordance with Competence Assurance Standards.
- Ensure that Train Operators' licences/ competence certificates do not expire.

6 STAFF DEPLOYMENT

See Appendix 4 - to be developed/ updated by Trains Functional Council.

7 ROSTERING ARRANGEMENTS AND OVERTIME WORKING

See Appendix 5.

8 LEAVE ARRANGEMENTS

See Appendix 6.

9 TRANSFER AND APPOINTMENT ARRANGEMENTS

See separate agreement published as a booklet dated January 2001.

10 TRAINING AND LICENSING ARRANGEMENTS

This is a matter for Management to determine. Consultation will take place through the Trains Health & Safety Council or the Trains Functional Council as appropriate, publishing any necessary arrangements.

11 SCHEDULED DETRAINMENTS – MINIMUM STANDARD TIMES

See Appendix 7.

12 C STOCK ONE PERSON PREPARATION

See Appendix 8.

13 DEFINITION – CASE CONFERENCE

A Case Conference consists of:

- The Train Operator concerned
- Local Manager
- Human Resources Representative
- Local/ Trades Union Representative.

All action plans will be agreed by the Train Operator, Manager and Staff Representative.

14 FRAMEWORK AGREEMENT FOR TRAINS STAFFING

Other than the specific rostering arrangements detailed in Appendix 5 and the Annual Leave arrangements in Appendix 6, the provisions of this agreement do not supersede those provisions of the Framework Agreement for Trains Staffing.

APPENDIX 1

REHABILITATION PROCESS

The following arrangements supplement London Underground's Attendance At Work Policy and procedures revised in 2002.

It is recognised that, in certain circumstances, work can provide positive rehabilitation and effect an early return to duty for staff on long-term sickness absence, following stressful incidents.

All cases of long-term sickness (28 days plus) will be identified by the Employee Relations Manager of the service delivery unit concerned and discussed with the Train Operations Manager.

Then, if appropriate (given the known medical condition of the employee), a Case Conference will be arranged as soon as is practicable. In this situation the conference will be chaired by the Employee Relations Manager or equivalent and a medical adviser from London Underground Occupational Health will also attend.

Based upon the best medical advice available from London Underground Occupational Health and the employee's own medical practitioner, the following options may be pursued by the manager, with the employee's agreement:

- Member of staff counselled and any projected return to work date advised by the employee noted
- Workplace adjustments made to facilitate an employee returning to work on a full or limited basis
- Alternative duties provided on a temporary basis
- Suitable alternative employment on a permanent basis with Protection of Earnings, in accordance with the Company's policy covering medical redeployment
- Continuing review and monitoring where the employee is unable to return to work in any capacity.

Any action that may lead to termination of the individual's employment on medical grounds will be dealt with in accordance with existing agreements.

APPENDIX 2a

**ARRANGEMENTS TO MEET SHORT-TERM PERSONAL AND DOMESTIC
REQUIREMENTS**

Trains Functional Council will agree the facility for Train Operators to work hours to meet domestic and other personal difficulties and emergencies on a short-term basis (maximum 90 days – to be reviewed with management and the appropriate staff representative every 30 days to assess continuing need).

APPENDIX 2b

**ARRANGEMENTS TO MEET LONGER-TERM PERSONAL AND DOMESTIC
REQUIREMENTS**

The Trains Functional Council will agree a facility for Train Operators to job-share or work weekends and Bank Holidays only.

Trains Functional Council will examine in detail how staff are rostered, to take account of the impact of rostering on attendance and work-life balance, including Bank Holiday working arrangements.

APPENDIX 3a

SCHEDULED ARRANGEMENTS FOR A MAJOR SPECIAL EVENT.

Arrangements for major special events where it is necessary to operate the railway for customers throughout the night.

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

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.

Changes to rest days may be required, this will be achieved by revisions to the roster for a temporary period, and 28 days notice will be given and displayed at the depot. Every effort will be made to avoid such changes, but where necessary the Train Operator working a normally rostered rest day will be paid at the overtime rate.

Special working duty schedules will be displayed at the depot at least 3 days before the event.

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 cash payment of one day's pay.

Volunteer Train Operators will be called for first to work the additional night duties. In the event that this fails to satisfy staffing requirements, then duties will be allocated on a juniority basis.

When it is necessary to operate the railway throughout the night, due to a major special event, then any roster weeks that are required to work day duties and a night duty in the same week, may have rest days if necessary before and/ or after the night duty. This arrangement supplements the provisions of Clause 1.2 of Schedule No.3 of the Framework Agreement for Trains Staffing.

Any remaining Pool Train Operators without work, after night turns are allocated, will be allocated late turns followed by any volunteer Train Operator wishing to change from early turn to late turn.

Where rostered early turns work a late turn instead, then if the booking-on time is moved up to two hours, an additional payment of 25% of the daily rate for any time on duty will be paid, and if the booking-on time is moved over two hours, then an additional payment of 50% of the daily rate will be paid for any time on duty.

Duties working their normal shift within existing agreements will not receive any enhancement.

Detailed arrangements for the allocation of staff to duties will be dealt with locally.

General

In all cases the 12-hour rest period will be adhered to.

APPENDIX 3b

**SCHEDULED ARRANGEMENTS FOR A MAJOR SPECIAL EVENT THAT REQUIRES AN
EXTENSION TO THE TRAFFIC DAY**

When services operate an hour later than normal weekday last train times

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

The starting time for a scheduled duty may be moved as necessary and shift length varied. Shift lengths will not exceed agreed rostering parameters.

Changes to rest days may be required. This will be achieved by revisions to the roster for a temporary period, and 28 days notice will be given and displayed at the depot. Every effort will be made to avoid such changes, which will be discussed with Staff Representatives as appropriate to minimise any disruption (e.g. to avoid break up of 3 or more rest days together). Where necessary the Train Operator working a normally rostered rest day will be paid at the overtime rate.

Special working duty schedules will be displayed at the depot at least 3 days before the event.

Where rostered late turns are scheduled to finish later than the normal last finishing time (currently 0130), then each duty concerned will be paid an additional payment at the hourly rate for any time on duty.

In addition the normal staff taxi arrangements will operate up to 1 hour later than weekday times. A disruption payment of £26 (2001) will be made to any Train Operator who has to wait for a staff taxi longer than 30 minutes after its scheduled arrival time. This payment will be increased annually in line with the general increase in salaries and rounded up to the nearest whole number.

Other duties working their normal shift within existing arrangements will not receive any enhancement.

APPENDIX 4

STAFF DEPLOYMENT

To be developed/ updated by the Trains Functional Council.

No change at the date of this agreement, but may require a review if different rostering arrangements are implemented (see Appendices 2a and 2b).

APPENDIX 5

ROSTERING ARRANGEMENTS AND INVOLUNTARY OVERTIME WORKING

Rostering Parameters

Where it is agreed by the Trains Functional Council that preparation (train safety check), stabling and walking times will be increased or a change to the place of safety requires additional walking time, then for the duties affected:

- The first booking-on time for early turns can be made earlier, up to 0430 (from 0445)
- The last booking-off time for late turns can be made later, up to 0145 (from 0130).

In this event, existing staff travel facilities will be re-examined to avoid adverse impact.

Examples:-

If stabling times at a depot were extended by two minutes, then the latest booking-off time would be adjusted by two minutes to 0132 from 0130 for the duties concerned.

If the train safety check time allowance was increased by three minutes, then the earliest booking-on time would be adjusted by three minutes to 0442 from 0445 for the duties concerned.

If the walking time was increased by six minutes, the earliest booking-on time would be adjusted by six minutes to 0439 and the latest booking-off time would be adjusted by six minutes to 0136 from 0130 hours for the duties concerned.

Involuntary Overtime Working

Where Lines experience regular service problems and other operational difficulties, joint communication meetings will be held at Line level to address problems. These meetings would aim to clarify the spirit of existing agreements regarding overtime working to improve relations between management and to ensure that common sense prevails in the interests of customer service.

APPENDIX 6

ANNUAL LEAVE

1. Annual leave will be rostered in fortnights throughout 52 weeks, starting in March each year. The following will operate for 2003/4 leave year.

Leave Fortnight	Dates
1	23 March – 5 April
2	6 April – 19 April
3	20 April – 3 May
4	4 May – 17 May
5	18 May – 31 May
6	1 June – 14 June
7	15 June – 28 June
8	29 June – 12 July
9	13 July – 26 July
10	27 July – 9 August
11	10 August – 23 August
12	24 August – 6 September
13	7 September – 20 September
14	21 September – 4 October
15	5 October – 18 October
16	19 October – 1 November
17	2 November – 15 November
18	16 November – 29 November
19	30 November – 13 December
20	14 December – 27 December
21	28 December – 10 January
22	11 January – 24 January
23	25 January – 7 February
24	8 February – 21 February
25	22 February – 6 March
26	7 March – 21 March

2. Staff will be allocated by rota to one fortnight between fortnights 1 and 7, 7 and 13, 14 and 20, 20 and 26.
3. The number of leave covers at each depot will be divided by two. This will indicate the number of leave rotas. Each leave rota will have 13 positions as shown below.

POSITION	FORTNIGHT PERIODS
1	1, 7, 14, 20
2	2, 8, 15, 21
3	3, 9, 16, 22
4	4, 10, 17, 23
5	5, 11, 18, 24
6	6, 12, 19, 25
7	1, 8, 14, 21
8	2, 9, 15, 22
9	3, 10, 16, 23
10	4, 11, 17, 24
11	5, 12, 18, 25
12	6, 13, 19, 26
13	7, 13, 20, 26

Where there is an odd number of leave covers, then the number minus one will be divided by two, to establish the number of 13 position leave rotas. The odd one will form an additional short leave rota, which will only have the first six positions.

4. Staff will rotate annually from one position to another within the rota. The numerical order of the rotation will be decided by agreement between local managers and staff representatives.
5. Any remaining days leave entitlement not covered by the above arrangements, or authorised absence for other reasons, will be taken on dates mutually agreed between the employee and the Trains Operations Manager.

Upon request, staff may apply in writing for any remaining days annual leave to be booked up in advance, if requested in writing a minimum of 28 days in advance. Applications will be processed and agreed in date of application order. At certain times e.g. bank / public holidays or special events this facility may not be able to be met. Any failure to grant properly applied for leave must be justifiable.

6. Where staff have been certified sick during an annual leave fortnight, he / she will take any outstanding leave as a result as soon as possible following return to duty, as mutually agreed with the Train Operations Manager. Leave will be carried over to a new leave taking year, only where the return to work is close to the end of the current leave year. In this event, the leave will be allocated to a mutually agreed vacant fortnight.
7. Staff transferred or promoted into a depot will be allocated to a vacant position within the leave rosters for the following year for the depot. Existing annual leave arrangements will be honoured. Direct recruit train operators will be allocated pro-rata leave during the year of entry and then be allocated to a vacant position on the leave roster for the following year.
8. Staff requiring continuous leave over two weeks in duration, not in accordance with the above arrangements, may apply in writing to their Train Operations Manager. Applications must be received by 30 June for such leave in January – June of the following year, and by 30 November for such leave in July – December of the following year. Preference will be given to those applicants who have not made use of these facilities in previous years. Those who have made use of it most recently will be given the lowest priority.
9. Mutual exchanges of leave periods with a depot must be notified in advance and approved by the Train Operations Manager. All leave will be interchangeable in one-week blocks. Staff may apply for vacant leave periods at least 4 weeks in advance. Applications will be processed in date of application order and be agreed by the Train Operations Manager.
10. To maximise the staff able to take leave during the Christmas period, every effort will be made to book off as many staff as possible between 24 December and the New Year, subject to operating requirements.
11. Christmas will be in the second week of period 20.
12. This agreement will come into operation following completion of the Winter period of the 2002 leave year and replaces the arrangements in Schedule 3 of the Framework Agreement for Train Staffing.

APPENDIX 7

SCHEDULED DETRAINMENTS – MINIMUM STANDARD TIMES

- These time allowances will apply before reversing via a siding or stabling in a depot/siding.

- Agreed allowances:
 - 4 minutes for a train operator to do this on their own.
 - 2 minutes with the assistance from one Station Assistant.
 - 1 minute with the assistance from two Station Assistants.

- Risk assessments will take place as necessary.

- These agreed allowances will be reviewed in the event of any future significant change to working arrangements

APPENDIX 8

C STOCK ONE PERSON PREPARATION

The following is agreed:

- Time allowance will be 9* minutes on the basis that the Train Operator does not have to remove overhead leads.
- A new rolling stock notice will be prepared* - *subsequently prepared and agreed at a meeting with staff representatives on 6th March 2002*
- This allowance will be introduced at the next timetable change expected to be in September 2002.

* subject to agreement with the Trains Council – *this was ratified by the Council on 3rd April 2002*