

**ADDENDUM TO “PASSENGER SERVICES, ENGINEERING AND PERSONNEL
DIRECTORATES – AGREEMENT FOR OPERATIONAL STAFF AND OPERATIONAL
MANAGERS” DATED OCTOBER 1992**

Please replace the wording in paragraphs 6.1.1 on page 3 and 6.2.6 on pages 11 to 13 with the following:-

6.1.1 Staffing Levels

Any staffing level changes with safety implications will be dealt with through the Safety Review and Change Control process, as referred to in the statutory Railway Safety Cases and have the involvement of Health and Safety Representatives.

The impact upon staff of the introduction of new timetables and schedules, or issues arising from changes to working arrangements, are questions for negotiation.

The appropriate negotiating machinery to reach agreement will apply and will be exhausted if necessary. Both parties will use their best endeavours to reach an agreement, operating within the Machinery of Negotiation and to respect the process, not take unilateral action and not impose staff number reductions whilst discussions continue. If in the event the Machinery is exhausted, management will not impose for six weeks.

The relevant local representatives, including health and safety representatives, may be co-opted to assist in discussion on staffing levels as appropriate.

LUL and the Infracos will engage the unions in an annual review of staffing levels to ensure there is clarity on the current situation and any future plans.

The parties to this agreement accept that they have a joint responsibility to ensure that acceptance of proposals is not unreasonably withheld and, once questions or matters have been settled, to take all reasonable steps to ensure their successful implementation.

The above does not preclude the rights of the trades unions to refer issues to the Underground Health and Safety Forum, which is a joint LUL/Infraco and trades union body.

6.2.6 Redeployment

It is the policy of LUL, the Infracos and their subsidiaries to work with the trades unions to avoid compulsory redundancies and provide job security (including one job offer to any member of staff who becomes surplus and is displaced).

This agreement applies to all staff employed by LUL, the Infracos and their subsidiaries. It will pass to new employers as part of any future transfer arrangements of relevant staff (including Company to Company transfers that are not at the employee's instigation)

In return for this commitment, the trades unions agree to: -

- Develop a framework to facilitate work/lifestyle balance and family friendly policies, with the principles agreed at the Company Council.
- Co-operate with the introduction of organisational change and new working arrangements.

As a result of this agreement no compulsory redundancies will take place, on the basis that everyone concerned abides by this agreement.

The following principles will be followed in dealing with employees who become displaced and wish to remain with the Company:

- i) When an employee becomes displaced, he or she, together with his or her manager (with support from the Employee Relations Manager or an appropriate manager from Human Resources), will be responsible for identifying suitable alternative jobs within his or her grade. Where vacancies exist, displaced staff will have priority within the normal transfer arrangements and over staff seeking promotion to such posts. The employee's skills, knowledge, experience and behavioural competencies will be used to assist this process.
- (ii) If suitable alternative jobs exist, the employee will be redeployed to fill one of them, with any necessary training given.
- (iii) Should an immediate alternative job not be available, the member of staff will remain employed and be 'used to best advantage' until a suitable alternative job can be offered.
- iv) Displaced employees will not be required to pass aptitude tests to enter into training for operational jobs at a similar or lower grade to that from which displaced, and additional training will be given as appropriate. However, they will need to complete the training successfully at the required level before taking up operational posts.
- v) In relation to Infraco staff, the responsibility to guarantee at least one alternative job offer sits with the Infraco, as the employer. As part of the process of maximising opportunities for the individual, their views about employment with other employers will be taken into account. As a result, the Infraco may approach members of their parent organisation (i.e. the companies who are members of the consortium which own the Infraco) with regards to any vacancies on 'London Underground Railway Industry' work; and other Infracos. Protected staff who choose to take up employment with other Infracos, are able to continue in the LRT Pension Fund and to retain their travel facilities, as long as they remain on London Underground work, as detailed in the Code of Practice. Where such arrangements are considered, it is recognised that the Infraco remains the employer with the responsibility to redeploy the displaced member of staff and therefore any such change of employer is purely voluntary.

- vi) Where applicable, a redeployed employee will be entitled to protection of earnings in accordance with company policy.
- vii) Where employees accept a job at a lower grade, they will automatically be given first consideration for any vacancy arising for a job similar to that from which they had been displaced during the first three years.
- viii) Beyond the first three years, employees will be given first consideration for vacancies for a job equivalent to that from which displaced, with refresher training being given where appropriate. The main responsibility for identifying such jobs will be that of the employee. Where possible, such employees will be notified when relevant vacancies occur.
- (ix) If a displaced employee refuses an offer of suitable alternative work, he/she will be interviewed by his/her manager (with support from the ERM or an appropriate manager from Human Resources) and asked to specify their personal reasons for refusal.
- x) If the grounds for refusal are judged to be reasonable, then the employee concerned will continue to be used to best advantage and the search for a suitable job will continue.
- (xi) If management advises the employee that in its view the refusal of an offer of alternative work is unreasonable and the employee continues to disagree, then the matter will be referred to a full case conference. In the event of the case conference failing to resolve the issue, then the matter will be referred to a Director's Appeal. Issues of principle concerning more than one individual can be referred to the Company Council.
- (xii) An employee will be entitled to be accompanied by a trades union representative, or a fellow worker, at all meetings with management.
- (xiii) The redeployment process is not limited in the number of times it can be applied. It is a process for handling displacement. Therefore if an employee is displaced on more than one occasion the process will be used on more than one occasion, regardless of employer.
- xiv) Existing guidance will be followed in determining what constitutes a suitable alternative job.
- xv) An employee who is displaced may apply for voluntary severance/contractual redundancy at any time.
- xvi) No changes to these guidelines will take place unless agreed at the appropriate level of the negotiating machinery, including referral to the Underground Safety Forum, which is a joint LUL/Infracore and trades union body.