

MEDICAL REDEPLOYMENT

1. LU HAS ALREADY PROPOSED AN AGREEMENT WHEREBY UP TO 25 TRAIN OPERATORS A YEAR WHOSE MEDICAL RESTRICTIONS MEAN THEY MAY NO LONGER REMAIN IN THEIR EXISTING ROLES MAY BE REDEPLOYED TO CSA ROLES, SUBJECT TO CERTAIN CONDITIONS.
2. THE FIGURE OF 25 IS SUPPORTED BY AN ASSESSMENT OF THE OVERALL NUMBERS OF TRAIN OPERATORS WHO REQUIRE RE-DEPLOYMENT INTO OTHER ROLES OVER A PERIOD OF 12 MONTHS

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| <ul style="list-style-type: none">• 19 TOs REDEPLOYED THROUGH RE-DEPLOYMENT UNIT (RDU)• 8 REDEPLOYED OUTSIDE RDU• 9 TO'S TERMINATED BECAUSE NO ALTERNATIVE JOB <hr/> <p>36 REQUIRING REDEPLOYMENT IN TOTAL OVER 18 MONTHS
= (24) 25 PA AS A ROUNDED UP FIGURE THAT SHOULD TAKE INTO ACCOUNT EVERY EVENTUALITY</p> |
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3. LU PROPOSES TO BROADLY APPLY THE SAME PRINCIPLES TO THE REST OF ITS STAFF (INCLUDING CMO). LU IS THEREFORE PROPOSING AN AGREEMENT WHOSE CONDITIONS ARE THE SAME TO THAT FOR TRAIN OPERATORS WHEREBY UP TO 25 STAFF WHOSE MEDICAL RESTRICTIONS REQUIRE THEM TO BE REDEPLOYED MAY BE REDEPLOYED TO CSA ROLES EACH YEAR.

THE DATA USED TO SUPPORT THE FIGURE OF 25 IS EXPLAINED BELOW

OTHER STAFF REQUIRING REDEPLOYMENT

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| <ul style="list-style-type: none">• 19 OPERATIONAL STAFF REDEPLOYED THROUGH RDU• 0 REDEPLOYED OUTSIDE RDU• 14 TERMINATED BECAUSE NO ALTERNATIVE JOB <hr/> <p>33 OPERATIONAL STAFF REQUIRING REDEPLOYMENT OVER 18 MONTHS
= 22 PA
+ 3 FURTHER POSTS FOR CORE STAFF
= 25 PER ANNUM TO COVER ALL OTHERSTAFF</p> |
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PROPOSAL FOR REDEPLOYMENT OF MEDICALLY RESTRICTED STAFF (OTHER THAN TRAIN OPERATORS)

As soon as LU Occupational Health (LUOH) confirm that a staff member is unable to continue in his/her substantive role, then they will be assessed against the criteria for appointment to a role of CSA, subject to their medical restrictions, to ascertain whether they would be medically capable of undertaking the role and what adjustments would need to be put in place, if they were to be offered the position of Customer Service Assistant.

The number of such medically restricted staff redeployed to CSA under this agreement in any one financial year will be a maximum of 25. This Agreement will be reviewed by all the parties in October 2011 to ensure it is fit for purpose and to be mutually amended if reasonably required by any of the parties

During this process LU will also seek to identify other alternative roles for the employee, via the redeployment unit, compatible with their medical restrictions.

If the member of staff achieves the competence standard for the position, LU will offer that individual the role of a CSA as an alternative to termination of employment on medical grounds. LU will always endeavour to offer a position at a location that doesn't cause unreasonable travel difficulties, taking into account their medical circumstances and business need.

LUOH will assist with advice on reasonable adjustments, permanent restrictions and will clarify, prior to any offer being made, that the person's medical condition will enable them to meet all the attendance and performance expectations of the job.

Each case will be managed by the Employing manager supported by HR and LUOH. The employee will still continue to enjoy the same rights to representation and appeal as provided for under clause 6.2.8 of the Main Agreement.

The normal protection of earnings agreement will apply.

In the event that any person who is offered a role of CSA, and who, for whatever reason, rejects that role, subsequently fails the training, or another alternative position is not found whilst in the redeployment unit in line with 6.2.8. of the Main Agreement, then LU has the right to serve them with their contractual notice of termination of service on medical grounds.

Any initial or ongoing problems encountered with the implementation or interpretation of this agreement will be addressed at the A.P.C. Working Group (and reported back to the Company Council if necessary).

ACAS 24th November 2009 – Clarification of points raised by RMT

RMT raised a number of issues in relation to the LUL proposal for additional CSA posts for medically restricted employees. The points below were raised for the purposes of clarification:

1. The proposal in no way undermines the provisions of 6.2.8 in the Main Agreement?

Answer No, it does not undermine or adversely impact the Main Agreement

2. CSA's being medically redeployed – will they get a guaranteed job offer?

Answer The CSA role requires a minimum medical standard – should this not be met then the provision of 6.2.8 still applies.

3. The proposal is ambiguous in that it does not specifically deal with medically restricted CSA's.

Answer There are a large number of medically restricted CSA's at present working with Reasonable Adjustments which demonstrates the provision of 6.2.8 is operating as desired. Inevitably, Reasonable Adjustments need to be balanced against operational and safety requirements, and therefore subject to minimum medical standards

4. The statistics demonstrate that 3 CMO employees are not included within your figures.

Answer Our number calculations addressed a possible demand for redeployments into CSA positions in COO. The numbers highlighted were redeployed within CMO demonstrating that the arrangements currently within CMO – as in the medically restricted numbers within LU – are working effectively. We have assumed that this situation will continue with the application of the Main Agreement and the provisions of 6.2.8.

5. The CAP is not necessary as is demonstrated by the low numbers of medical re deployments?

Answer As a responsible employer LUL must demonstrate financial prudence and therefore must take steps to limit liability. We have also insisted on a review to ensure the system is operating effectively.

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6. A review after 12 months is desired by RMT

Answer The review will be held in October 2011. This will enable enough time to pass to gather representative data. Any specific issues that may occur before this date can be raised at the APC.

7. The proposal does not have flexibility built in for CMO e.g. Track Worker to CSA.

Answer The proposal relies specifically on the CSA grade as this group is the large entry level group with the highest turnover.

8. The APC does not exist within CMO – how would this be addressed.

Answer LUL would include CMO input within the ambit of the LUL APC process