

# **LONDON UNDERGROUND LIMITED**

## **AGREEMENT RELATING TO TIME OFF FOR TRADES UNION DUTIES AND ACTIVITIES – OPERATIONAL STAFF AND OPERATIONAL MANAGERS IN THE PASSENGER SERVICES, ENGINEERING AND PERSONNEL DIRECTORATES**

### **1. PARTIES TO THE AGREEMENT**

The parties to this agreement are as follows:

The Company:

London Underground Ltd (LUL)

The Trades Unions:

Amalgamated Engineering Union (AEU)

Associated Society of Locomotive Engineers and Firemen (ASLEF)

Electrical, Electronic, Telecommunication and Plumbing Union (EETPU)

Manufacturing, Science and Finance Union (MSF)

National Union of Rail, Maritime and Transport Workers (RMT)

Transport and General Workers' Union (TGWU)

Transport Salaried Staff's Association (TSSA)

### **2. PREAMBLE**

This Agreement applies to all Operational Staff and Operational Managers in the Passenger Services, Engineering and Personnel Directorates of LUL. It has regard to Section 27 and 28 of the Employment Protection (Consolidation) Act 1978 as amended by Section 14 of the Employment Act 1989, and to the Code of Practice on time off for trades union duties and activities issued on 13<sup>th</sup> May 1991 by the Advisory, Conciliation and Arbitration Service.

It is the spirit and intention of this Agreement that there should be mutual co-operation between the parties regarding the amount of time off required in each case to ensure that sufficient time off is granted to enable trades union duties and activities to be carried out effectively, whilst ensuring that a safe and efficient service to the public is maintained.

**3. TRADES UNION OFFICIALS**

A trades union official is a Local Representative appointed by a trades union party to this Agreement under the terms of the Machinery of Negotiation and Consultation for Operational Staff and Operational Managers, a Safety Representative appointed by a trades union when acting in that capacity, a trades union executive committee member employed by London Underground or other trades union nominee to carry out a specific function, e.g. to scrutinise a ballot, as may be agreed from time to time between the company and the trades unions. The trades unions shall provide the appropriate line/business unit personnel offices with written proof of office and staff who are not officially appointed and recorded as such by management shall not qualify for payment under this agreement.

**4. TIME OFF FOR TRADES UNION DUTIES**

Trades union duties are those duties of a trades union official, as defined above, which are concerned with negotiation and consultation, as appropriate, with management and other functions on behalf of the employees covered by this Agreement which the Company agrees the trades unions may perform.

A trades union official shall be granted reasonable time off with pay where necessary to enable him or her to carry out trades union duties, examples of which are as follows:

- Attendance at committee meetings and other meetings with management in connection with the grievance procedures within the Machinery of Negotiation and Consultation or the Health and Safety Machinery as appropriate;
- Staff Side meetings to prepare for Committee meetings with management;
- Meetings with full time trades union officials or members when it is jointly agreed with management that such meetings concern the business of the Company and staff;
- Meetings with relevant trades union members to inform them of the outcome of meetings with management;
- Representation of trades union members in connection with disciplinary matters;
- Meetings with trades union members on grievance issues;
- Meetings with new entrants to explain the role of the trades unions in the workplace industrial relations structure;
- Safety inspections and investigations (Safety Representatives only);
- Representation of trades union members at appropriate outside bodies, e.g. an Industrial Tribunal, where nominated by the trades union to do so.

**5. TIME OFF FOR TRADES UNION ACTIVITIES**

Trades union activities are those activities which involve an employee who is a member of a trade union party to this Agreement in matters which are exclusive to his or her relationship with the union concerned; they should not be confused with trades union duties.

Subject to operational exigencies, a member of a trades union party to this Agreement may be granted reasonable time off without pay to participate in the activities of the trades union of which he or she is a member, such as:

- attendance at meetings with trades union officials or full time officials of a trades union head office to discuss the outcome of negotiations with management;
- voting in union workplace elections;
- voting in properly conducted ballots on industrial action;
- attendance as a branch official at union branch meetings;
- attendance as a delegate at union annual conferences;
- Attendance as a delegate at T.U.C. conferences.

There is no right to time off for trade's union activities which themselves constitute industrial action.

**6. RELEASE FROM DUTY GENERALLY**

The lists of examples given in clauses 4 and 5 above are not exhaustive and any situations concerning trades union duties and activities, which arise, will be dealt with as appropriate.

Provision for other categories of paid or unpaid leave are not affected by this Agreement, except that, in individual cases, the total amount of time off received may be taken into account when further request are made.

**7. PAYMENT FOR TIME OFF FOR TRADES UNION DUTIES**

A trade's union official granted time off for trades union duties with pay shall be paid his or her normal contractual salary.

Payment shall not be made for trades union duties carried out at a time when the official would not otherwise have been rostered to work and overtime shall not be paid if it is necessary for an official to spend more time on the duties concerned than the time he or she would normally have been rostered to work on the day concerned.

**8. TRAINING OF TRADES UNION OFFICIALS**

Reasonable time off with pay shall be granted to trades union officials to attend training courses, approved by the official's own trades union or by the T.U.C., which provide basic training or, subsequently, advanced training relevant to the skills and knowledge required by the official in order adequately to carry out his or her duties.

In order to assist in determining the relevance of any such courses, management must be provided with a copy of the course syllabus for its consideration.

**9. PAYMENT FOR TIME OFF FOR TRAINING**

Where a trades union official is granted time off for training with pay, the same conditions shall apply as for payment for time off for trades union duties (clause 7 above).

**10. REQUEST FOR TIME OFF**

Trades union officials and members requesting time off in accordance with this Agreement shall do so in writing and shall give as much notice as possible with details of the purpose for the time off, the intended location and the timing and duration of the time off required. The duration of the time off may include time off on the preceding or following day to provide an adequate rest period where appropriate.

In the case of requests for time off for training, a minimum of six weeks' notice is required. The number of officials released for training at any one time may be limited for safety and/or operational requirements.

No legitimate request for time off shall be reasonably refused and, where a refusal is considered necessary, the reason shall be given. In some cases requests for time off may be refused for safety and/or operational requirements or management may request a postponement or variation to the duration of the time off required where practicable. The response to request for time off shall be confirmed in writing by the appropriate manager.

Where a trade's union duty comprises a joint meeting between trades union officials and management, both sides shall agree a mutually convenient time, which minimises the effect on normal working.

**11. TERMINATION OF THE AGREEMENT**

This agreement supersedes all existing agreements concerning release for time off for trades union duties and activities in respect of the employees covered by this agreement with effect from 13 August 1993 and shall remain in operation until otherwise determined by no less than six months' notice being given by either the company or one or all of the trades unions concerned, unless a shorter time is mutually agreed by all the parties.