

### **3.9 Deputy M. Tadier of the Minister for Transport and Technical Services regarding the commitments given by one of his predecessors in relation to future bus company staff transfers:**

Does the Minister consider that he has failed in his duty to deliver the commitment given by one of his predecessors, the Environment and Public Services President, on 30th August 2005 to transfer all bus service employees on the same terms and conditions as apply at the date of issue of any tender documentation in the case of mechanics and cleaning staff transferred from Connex to CT Plus?

#### **Deputy K.C. Lewis of St. Saviour (The Minister for Transport and Technical Services):**

As I have previously set out to Members, there was no obligation to deliver the transfer of all staff on the same terms and conditions. On 30th August 2005, the Environment and Public Services President provided Environment and Public Services' response to the 2005 Committee of Inquiry Report. No commitment was given by E. and P.S. (Environment and Public Services) in relation to any future bus service contract to transfer all bus service employees on the same terms and conditions. Environment and Public Services' response explained that following issues arising in relation to the employee terms and conditions, the Connex contract had been amended in this regard. Please see paragraphs 2-4 of my response to written question 7152 tabled on 23rd October 2012 for the full text of clause 18.3 of the Connex contract and information about the same.

#### **3.9.1 Deputy M. Tadier:**

Does the Minister not agree or will he confirm whether the aforementioned President or even himself as Minister before the transfer gave oral assurances to the staff saying that the terms would be transferred on the same conditions? If so, does he acknowledge that breaking one's word may not be an obligation but it is certainly not particularly good practice?

#### **Deputy K.C. Lewis:**

The recent transfer of the bus service contract took place in accordance with the terms of the Connex contract. CT Plus, now operating as Liberty Bus, offered employment on the same key terms and conditions to all Connex staff who were eligible to transfer, including in relation to pension, holiday entitlements, healthcare, basic working hours and continuity of service entitlement.

#### **3.9.2 Deputy G.P. Southern:**

I shall examine the statement made in 2005 by E. and P.S. and ask the Minister to say which bit of this statement is not a commitment: "On expiry of the bus contract, the committee shall", not may, but shall: "require in any tender documentation that the incoming service provider submit proposals that ensure that all of the contractor's staff are taken on by the incoming service provider on the same terms and conditions as apply at the date of the issue of any tender documentation." Which part of that statement is not a commitment to re-engage staff in the bus company on the same terms and conditions and has the Minister not failed to do so?

#### **Deputy K.C. Lewis:**

That was never part of the contract. Clause 18.3 states that the Minister will use his best endeavours to transfer the staff across. The previous ... yes, go on.

#### **The Deputy Bailiff:**

The Minister was giving way to you, Deputy.

#### **Deputy G.P. Southern:**

I shall read the line before then: "Clause 18.3 refers to the consequences of termination ... includes the following conditions." So 18.3 does include the conditions that I just read out.

**Deputy K.C. Lewis:**

That was never part of the contract. Deputy Tadier is referring to the mechanics. As with all staff who were eligible to transfer, Liberty Bus offered mechanics the same key terms and conditions as previously included in relation to pension, holiday entitlements, healthcare, basic working hours and continuity of service entitlement. In advance of the transfer to a new shift pattern, it was agreed with staff to ensure that the service had mechanical support during operational hours. Liberty Bus increased the mechanics' hourly and overtime rates of pay to above those required by contract. Liberty Bus also included an additional callout rate and for information, one apprentice fitter was promoted as a result of the transfer.

**3.9.3 Deputy T.M. Pitman:**

Is the Minister aware of concerns that individuals are being forced into a situation where they leave their job or are dismissed because the company can then pick up people from Social Security and the unemployed and make about £7,000 per person? If that is the case, does the Minister think that is satisfactory?

**Deputy K.C. Lewis:**

Absolutely not. I am not aware of anyone being dismissed for any other reason than as set down in his or her contract.

**3.9.4 The Connétable of St. John:**

Would the Minister agree or otherwise that the original tender process was flawed? I am going back to when the J.M.T. (Jersey Motor Transport) and other contractors and Connex were tendering. Therefore, that being the case, would it be right to move forward using the same basis as a flawed tender process in any negotiations with the current contractors?

[10:45]

**Deputy K.C. Lewis:**

The Constable is right. There were areas in the original ... going back how long I am not sure, there was an official inquiry into that and it was decided by everyone concerned that we would use the Connex contract as a basis for the new contract.

**3.9.5 Deputy G.P. Southern:**

The Minister has changed the phrase he used since the last time I grilled him about this. He now says key terms and conditions have not been changed. Does that mean that some terms and conditions have been changed?

**Deputy K.C. Lewis:**

Nothing will be exactly the same. Different companies operate in different ways but the key terms and conditions are exactly the same.

**3.9.6 Deputy M. Tadier:**

I think Orwell would probably call it exactly the same but completely different in the Minister's doublespeak. Can the Minister emphasise, when he says the same key terms and conditions have been kept, does he mean that simply the titles have been kept? It means that overtime still exists and under the new contract, you will still get overtime even though the overtime will only kick in, for example, at 52 hours rather than 39 hours and the overtime rate will be less not the same, but overtime itself will still exist? Is that what the Minister means when he says key terms and conditions remain the same?

**Deputy K.C. Lewis:**

It is not exactly the same. Things have changed. Different companies operate in different ways but the basic salaries have been increased.

**3.9.7 Deputy G.P. Southern:**

That is misleading the House. He has information that salaries and earnings have substantially reduced for similar hours among the bus staff. That is misleading the House. I cannot believe that was accidental.

**Deputy K.C. Lewis:**

The basic pay has increased.