

# STATES OF JERSEY

## COMMITTEE OF INQUIRY INTO TENDER PROCESS AND AWARD OF BUS SERVICE CONTRACT

BLAMPIED ROOM, STATES BUILDING

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Committee:            Mr Huw Shephard (President)  
                              Mr Christopher Blackstone (Member)  
                              Mr Trevor Garrett (Member)  
  
In attendance        Mr Mac Spence (Committee Clerk)

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### EVIDENCE FROM:

**DEPUTY MAURICE DUBRAS, CONTINUED**  
**(Former President, Environment & Public Services Committee)**

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on

Friday, 4th February 2005

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MR SHEPHEARD: Everyone being present, the Committee will resume its deliberations and, Deputy Dubras, we are glad to see you back here to hopefully complete your evidence this afternoon. I do have to remind you formally that you are still on oath. I think, Mr Garrett, you will be picking up where you left off?

MR GARRETT: More or less.

MR SHEPHEARD: More or less.

DEPUTY DUBRAS: Thank you.

MR GARRETT: Since we last spoke, Mr Dubras, I have greater clarity on a number of points and, therefore, my questioning might come from a slightly different angle, if you will bear with me.

DEPUTY DUBRAS: That is fine. I have had some clarity as well.

MR GARRETT: We had reached the point where we were talking about the sort of selection process and I said I had one or two additional questions in that area which I no longer feel are appropriate. So, moving on to ----

DEPUTY DUBRAS: To be frank, I cannot say where we ended up, so if you can help me with that by reminding me what the last question you did ask was, that would put it in perspective. Quite frankly, a lot's gone on since Monday afternoon and I think you and I were both exhausted by the end of the day.

MR GARRETT: Indeed. We were looking at the selection process and one of my last questions I asked was about whether or not the delay in announcing the successful candidate was due to problems with the law.

DEPUTY DUBRAS: That is correct.

MR GARRETT: Right.

DEPUTY DUBRAS: I think I commented on that.

MR GARRETT: Yes.

DEPUTY DUBRAS: Fine, thank you.

MR GARRETT: As I said, I had drafted additional questions, quite a range of questions in that area, which are no longer relevant. So, moving on to the next area, which again I have trimmed significantly, it focuses on changes in relation to the contract. Were you aware at any stage of

Connex making approaches seeking changes in the contract between the time that they were selected as the preferred operator ----

DEPUTY DUBRAS: So we're talking after the 1st May?

MR GARRETT: After 1st May.

DEPUTY DUBRAS: And so roughly what time are you talking about?

MR GARRETT: Any time between then really and the point where the contract was signed off, which was sort of later in the year. Did you ever become aware of any approaches being made?

DEPUTY DUBRAS: No. Effectively, as I think I ended up saying last time, after the somewhat aborted arrival of the new buses, I had no direct involvement that I can recall at all until effectively taking on the responsibility of President in the December and I don't think we actually touched on the issue of the service until after the New Year.

MR GARRETT: Okay.

DEPUTY DUBRAS: All I would have had exposure to is reports in the newspaper or in other media.

MR GARRETT: Which really brings me on to fairly late on and looking at the accuracy of reports that were submitted and so forth. Again, I have trimmed my questions enormously since the last time we spoke. Who in your view is ultimately responsible for ensuring the accuracy of reports that are forwarded to the Committee? Does that rest with the CEO or the officer who submits them? Where do you think that responsibility lies?

DEPUTY DUBRAS: If I can use my engineering experience and professional awareness of formal documentation, depending on the level of responsibility of an individual, drawings may be written off or reports may be written and signed by the writer. They may appear as initials on the foot of a report, for example, but if you are dealing with a junior designer or engineer, it is rare that that person's signature will appear on the document. That gets referred to his or her senior engineer who will take responsibility for the technical content. But if you are talking drawings, it may not be signed off by that person other than initialled and then the ultimate supervisor of the section, who is qualified to do so, will actually put their signature on as approving the drawings.

So if we take that concept in the Public Services Department, I think you will find that

the author of documents is acknowledged by initials perhaps. It will be referred to their senior manager and will be signed off very often by that manager. In the Planning Department, the Director of Planning very often will countersign, or the Assistant Director of Planning will countersign it as having concurred that the content is accurate. In other areas it will depend, but usually you will see some reference to the person reporting to the Chief Executive as having some impact on it, whether it is just to note and to countersign or what-have-you.

In my experience and my preference, the author has some contribution to make if they are going to be held responsible for their work, and my preference is that the person presenting or writing the report will present it to the Committee. But I think it is fair to say that, in my understanding, I would expect the normal lines of responsibility and accountability to apply and the Chief Executive as head of the management team I would expect to normally concur with the content of the reports coming to the Committee.

MR GARRETT: Thank you. Can I move forwards to a letter which you signed which was sent to the President of F&E at the time. It was dated 12th May, but I think it was signed on 19th May.

DEPUTY DUBRAS: Yes. Can I just turn that up?

MR GARRETT: Certainly. **(Pause)**

DEPUTY DUBRAS: This might be a good moment to make any corrections that you might need to make in your files with regard to further correspondence in that sequence, as we are referring there to the letter that was typed the 12th, but I actually signed off on the 19th.

MR GARRETT: The 19th, yes, that's the one.

DEPUTY DUBRAS: And there was a reply from Senator Le Sueur in July and the letter that was signed by me to go to Mr Philippe Julhes, it appears to be dated 23rd June in the documentation, but if you look at the footer, which is the clever computer line right at the foot in miniscule writing, that shows that in fact it should have been sent ... it should have been showing having been sent on 23rd July. That is something I picked up only last week because I was concerned that it didn't fit with my understanding of when I wrote it. So that although the files -- I am referring particularly to a document called N77A in the Public Services file -- when I signed that off, I didn't note that in fact there was a typographical error on the date, so if you could just note

that in the records please?

MR GARRETT: Okay. Coming back to the letter that you signed off on 19th May, I would draw attention to paragraphs 4 and 5.

DEPUTY DUBRAS: Starting on the second page effectively?

MR GARRETT: Yes.

DEPUTY DUBRAS: "*The Committee is outraged*"? Is that the one?

MR GARRETT: Yes, that is the one.

DEPUTY DUBRAS: Yes.

MR GARRETT: Can you tell me who drafted the letter in the first instance?

DEPUTY DUBRAS: To my knowledge, the letter was drafted by the person whose initials show at the top of the page.

MR GARRETT: Alan Muir?

DEPUTY DUBRAS: Which is Mr Muir, yes.

MR GARRETT: When you received the draft in the first instance, did you ask him to make any amendments or any additions to that?

DEPUTY DUBRAS: I can't recall. Quite frankly, we are talking nearly two years ago. That document would have probably come to me by email first of all and there may well have been a number of drafts before I signed off the final version. I found that most of the time I could accept the broad thrust of documents prepared for me by various Officers or by the Chief Executive, or I would initiate a letter myself and it would go in for verification for any factual content, but I would quite ... it was not unusual for me to correct it so that it was stylised in a way that I was comfortable with, especially when you are addressing another President. You want to make sure that it is correct, but, more importantly, if I am sending any letters out to the public in response to correspondence, I will make sure I am content with it. I won't just sign it blindly.

MR GARRETT: Is there any way of establishing through your email system whether or to what extent you amended that letter, the original draft?

DEPUTY DUBRAS: Not that I'm aware of. I mean, it's quite possible that I have got one or two revisions still in the files that I didn't touch, but I haven't researched that. It's not ... as far as

I'm concerned, what's important is what I signed off.

MR GARRETT: What we need to determine is who wrote bits of it which may -- may -- be inaccurate.

DEPUTY DUBRAS: Whether somebody wrote something that was inaccurate is, I don't think, relevant. I took ownership for the letter and signed it. I don't sign letters every time with a caveat that, if it is wrong, it's not my fault. If I've signed the letter, it's my responsibility for the content being accurate, just as I've referred you to the incorrect date. That was a typographical error. We know that it was wrong from the footer. I didn't spot it until last week -- sorry, the week before, the week before then.

MR GARRETT: Okay.

DEPUTY DUBRAS: As far as I know, the letter is completely accurate as of 19th May.

MR GARRETT: But you were expressing a view at that stage that, at no time during the tender process up to the award of the contract, did the Transport and General Workers' Union advise the States, its consultants or the tenderers that such a substantial claim had been submitted.

DEPUTY DUBRAS: Yes, I believed that to be the case.

MR GARRETT: Okay.

DEPUTY DUBRAS: Everything that I had, all the information that I had at that moment in time, was confirmed in that statement and, leaping forward, fast forwarding the video, I did write letters of apology for some of the misleading information or the misinformation that I may have conveyed, but all I can say to you is that absolutely I take responsibility for the content of that letter because that is what I believe and still do believe was what was known in the Department at the time.

MR GARRETT: Okay, and, equally, it was your view at that time that Jersey Bus and the Unions had "*connived*" in some way?

DEPUTY DUBRAS: That was a letter from President to President. It summarised the feeling of the Committee -- not my personal feeling only, it was the feeling of the Committee -- when the Committee was confronted with this issue for the first time as a Sub-Committee and then a week later as the full Committee around 13th March/20th March. I am not sure I have the exact minute here, but I will just double check. **(Pause)** Yes, if you go to ... **(Pause)** Yes, there is a

leap from back in September to the beginning of ... yes, on 17th March I have a Committee paper for the Public Services Sub-Committee which summarised the operations in February. It is in the Public Services' file N21 and is subsequently dated 26th. Associated with that is a minute of the fifth meeting of the Sub-Committee (because it met roughly every couple of weeks) and then, subsequently to that, there was a minute of the full Committee which dealt with the same broad issue. I don't seem to have that for some reason, but we are talking of that period in time.

MR GARRETT: Can I just clarify the position and your sort of understanding of the situation now?

DEPUTY DUBRAS: Are we going back to that letter?

MR GARRETT: Going back to that letter. What is your understanding of the truth of the matter in relation to the circulation of the material? Do you accept that Mike Cotillard of Jersey Bus actually forwarded details to Halcrow on 12th February?

DEPUTY DUBRAS: Yes. I mean, I could summarise without necessarily quoting it all. It became clear at the end of 2003 and reinforced with the Inquiry that I ordered from or requested of the Chief of Internal Audit before Christmas 2003 to be produced by the earliest that we could get it in January 2004. If I work through the particular paragraph here, I am aware that there was a ... I think the initial important correspondence was that from Mr Muir to the Transport and General Workers' Union and Jersey Bus which I referred to last time we were here, requesting agreement, first of all, to receive and then to communicate the contents of the terms and conditions of employment to Halcrow so that they could be communicated onward to all bidders. That was, to my recollection, probably in the first or middle part of January 2002.

The next communication appears to have been the response to that request, with copies of the 2001 award, but, as I said last time, I don't believe it ever included the complete booklet of terms and conditions of employment. Would you agree with me or disagree? Sorry.

The next communication would have been correspondence, I think, from Jersey Bus, indicating that negotiations were underway, which was not unusual for the time of year, depending on whether they had a one or two year agreement presumably.

Then there was a communication, as I understand it, from the Transport and General

Workers' Union effectively sending the contract document. I seem to recall seeing a two page photocopied document to that effect. But certainly that is, if you like, anything that happened after Mr Muir's letter was unsighted by us as a Committee.

I believe then there was correspondence between the then President and Transport and General Workers' Union or with Jersey Bus -- I think it is probably the latter -- where there was an exchange of information, over the period of the next couple of months, about the fact that negotiations had not in fact been completed, that there was a pause in the action pending the outcome of the old tendering process. I think then that obviously was sighted to the Committee of the day.

To the best of my knowledge, and I don't know how far on you want me to go, there was no communication of the outcome of those negotiations until about 23rd or 24th May, when there was a telephone conversation. I only, of course, learned of this something like a year later, but my understanding is that the first knowledge that the Committee of the day had of the outcome of the negotiations was around -- and I think somewhere there is a copy of an email from Mr Muir as a result of a telephone call from Mr Kavanagh and that must have been about the time that the actual agreement was received in the office of the Transport and General Workers' Union because I have seen a copy of a copy of a document dated or received there on, I believe it was, 21st May 2002. My understanding is that there was a joke associated with that in the telephone conversation between Mr Kavanagh and Mr Muir that was transmitted to the then President, which indicated "Please don't tell Connex until I've had my lunch", which I believe was Mr Kavanagh's first meeting with the Connex officials from Paris. Now, I'm not going to be other than constructive about Mr Kavanagh, with whom I have had good relations over a number of years, but that sort of comment would be typical of him and not at all surprising. He always enjoyed a good lunch when it was with regard to labour relations matters.

MR GARRETT: Would you accept that, possibly unsighted to the Committee, unknown to the Committee and unknown to the Public Services Department, Mike Cotillard from Jersey Bus forwarded details of the complete wage claim, including the shift allowance element through to Halcrow and that Halcrow circulated it to the tenderers?



DEPUTY DUBRAS: My understanding now is that that is what appeared to have happened, but all of that was unsighted of the Committee of the day and the Department of the day. I can't answer whether the -- you used the word the complete claim -- I don't know whether it was the complete claim because when negotiations take place you don't know what is presented verbally. Secondly, but, yes, you're quite right, when you compare previous claims, especially the 2001 claim, and I don't know that I've seen the claim document, I've only seen the signed off document, an undated, signed off document -- there seems to be a pattern in that organisation to sign them off but no date appears on the document other than the effective date and the only other time reference is usually the stamp that it is received in the Transport and General Workers' Union office, so, from my observations, one would never know when the actually signing ceremony took place, you just know what the effective date is and when the effect of when that piece of paper arrived in the office.

So, coming back to your point, when I subsequently saw the 2002 document long after and compared it with 2001, it was clear that there had not been something called the shift allowance in 2001 and, to the best of my knowledge, nor previously. But the key one is the 2001 one because that is the reference point and, therefore, as I said to you last time, I would not have expected to see anything other than the items listed in 2001's agreement to have appeared in 2002.

MR GARRETT: But are you aware of the background to the claim for the shift allowance?

DEPUTY DUBRAS: Probably, yes. As I said last time, there was a desire on the part of the employees to maintain their level of earnings. Yes, it is something we get to this day from various unions, but particularly with the Transport and General Workers. It is not unusual. It is understandable, but it doesn't necessarily mean that it is going to be accepted.

MR GARRETT: My understanding is that, when the Transport and General Workers' Union viewed the tender documents, they noted that there was no reference in there to continuation of the school bus service on which they had relied for many years to increase their salary through working extended hours, many, many hours.

DEPUTY DUBRAS: Not their salary, their earnings.

MR GARRETT: Their earnings. In anticipation that the school bus service would no longer be available to them, they sought to preserve their income at the level they had enjoyed for many years.

DEPUTY DUBRAS: Yes, but it doesn't always mean they will.

MR GARRETT: Can I move forwards to the questions or, more accurately the answers, that were provided to the questions posed by Senator Vibert -- all 18 of them?

DEPUTY DUBRAS: They weren't the first ones. There had been a series through the year, particularly to do with levels of income, revenue rather.

MR GARRETT: I am interested in the last batch, the 18. I wouldn't worry though because I'm not going to get into any specifics. The point is, is it correct that you participated in the activity to resolve the answers? Did you ----

DEPUTY DUBRAS: Absolutely. They were my answers to those questions.

MR GARRETT: I had lined up ----

DEPUTY DUBRAS: I think that I have most of them here.

MR GARRETT: I had lined up quite a number of questions on those issues based on my previous understanding of what had happened. I have now modified my questions. The point that I am still left with is I ----

DEPUTY DUBRAS: I am still used to answering questions, it's all right.

MR GARRETT: I need to go back to look at those questions to see whether or not there are any issues that I want to explore further.

DEPUTY DUBRAS: Sure.

MR GARRETT: Would it be possible in your own mind to identify who was responsible for what bits of it? If it is necessary, could I come back to you and could you help us in identifying ... because one of the issues that we have to explore is whether or not you were provided with false information or inaccurate information.

DEPUTY DUBRAS: Yes, absolutely.

MR GARRETT: Now, my understanding is that that was a bit of a corporate event, in that you participated in it together with the senior Officers of the Department.

DEPUTY DUBRAS: Yes. Let's go back two steps if you don't mind in relation to that and I will try not to drag this on. Senator Vibert enjoyed sending emails. He is a very prolific sender of emails and a very prolific asker of questions. There had been a series in December, subsequent upon our intention to publish a report, which we of course published. I'm just trying to remember very quickly the actual dates of that. They don't immediately come to mind, so if you would bear with me a second. **(Pause)** There were questions on 9th December which I seem to think was the same date that we published the report. Yes, it was, RC53.

MR GARRETT: Right. Yes, I have seen that one.

DEPUTY DUBRAS: And it was later than I would have liked. I had hoped that we would have been able to publish it in October. We had instituted the idea of six monthly reports in the spring of that year, not long after we took office. In fact, the first draft arrived on my desk in that March meeting that I was telling you about, dated February but nevertheless met in March. So, you know, suddenly, there was this deluge of information and we subsequently published it, I think, in the spring, probably around May or June. But it was my belief and a philosophy of mine, being President of Industries Committee, where we had a pattern of issuing reports every six months to do with regulation of undertakings or to do with equivalent sorts of data, manpower data and so on, that one of our rôles in the States is to make public available information that is relevant, especially with a public service of this nature and particularly because it was new. So we had the first six monthly report, if you like, and then we had the second six monthly, which was RC53. It happened to coincide with a bunch of questions.

I was due to go on leave for some four weeks to Canada at pretty much straight after the meetings that we had following that, and I can't remember whether we carried over the following week, but certainly the week of 15th to 19th December was very, very busy. A number of us were going on leave about the same time, both Officers and Members, and I got a set of questions that weren't explicit questions in the form that we get them in the States, but they were a series of questions together with a threatening promise of a vote of no confidence. It actually was copied to me, but it was made to the media by Senator Vibert. It was certainly the last thing I would have enjoyed receiving immediately before going away for four weeks at Christmas. It

was unfortunate that the actual set of questions or the email that he tried to send to me actually ended up in the email box of another Dubras in the States of Jersey and it then found its way to me. I saw it, I think, the night before I actually took off, and I found that, you know, unfortunate to say the least, to arrive in my post box, my electronic post box, the day before I'm going off on holiday. I have to say, it didn't exactly make for a pleasant time. That sort of thing is sitting in the back of one's head.

I arrived back from my break late, delayed because of family difficulties. My partner was hospitalised and, therefore, we were delayed in getting back. I then switched on all the machinery on 20th January and found not only had I got meetings lined up for me up at South Hill, but also the initial data coming back from the Chief Internal Auditor, together with further promises of a vote of no confidence, together with the first set of questions, which were, I think, a dozen questions or something of the like, which then subsequently became 18. So that is the sequence of events.

Now, as far as I was concerned, no work was done on them in the first week. In fact, Senator Vibert was courteous enough to understand the difficulty that I found myself in, in terms of not being able to apply myself 100% on arriving back in Jersey, which I had expected to be able to do, and so he agreed to delay the questions for two weeks, but it took the full two weeks to grapple with all of the nearly 20 questions and respond to those, together with taking on board the results of the Internal Auditor's report, together with other myriad things that were going on. But, to the best of my knowledge, we would dedicate two or three hours to taking the first part of those questions and agreeing the general wording. You have to consult with the Legal Department with regard to certain of those questions. Obviously, we had to seek information from other persons because over that period, from 9th December through to then, a lot of stuff was coming out of the woodwork as far as I was concerned. So, of course, it was a collaborative effort.

MR GARRETT: Fine. As I said, I don't know whether I need to revisit it because the circumstances or my understanding has changed significantly over this last few days.

DEPUTY DUBRAS: I hope for the better.

MR GARRETT: I reserve judgment, but certainly I have greater clarity, I think, on the sequence of events ----

DEPUTY DUBRAS: Good.

MR GARRETT: ---- than I had this time last week.

DEPUTY DUBRAS: But let me say unambiguously those are my answers to the questions that were asked of me.

MR GARRETT: Fine. Thank you for that. Can I move forwards to another area within our terms of reference, which is the claim made by Connex in relation to relief bus services? It is not my intention to dwell on the relief bus service issue ----

DEPUTY DUBRAS: Good.

MR GARRETT: ---- because I note that the Committee responded in the negative.

DEPUTY DUBRAS: Yes. We had advice. We had, as far as I know, complete information. We had input from the Officers based on their knowledge going back many years and there was no indecision on the part of my Committee. There was, I would think, probably close to unanimous agreement that there was nothing to claim in that area.

MR SHEPHEARD: If I could just interject with a comment, Deputy Dubras, I think the Committee is satisfied that the position in relation to that was abundantly clear.

DEPUTY DUBRAS: Sorry, I missed the last part?

MR SHEPHEARD: I said the position with respect to the shift allowance -- not the shift allowance, the reliefs -- was abundantly clear.

DEPUTY DUBRAS: Yes.

MR GARRETT: Can you just outline your understanding of the claim that was made by Connex in relation to the shift allowance issue?

DEPUTY DUBRAS: Can you rephrase that? I am not sure I am understanding what you are asking for.

MR GARRETT: When Connex approached the Committee and said that the service was costing more than they had anticipated, do you know the justification that they gave you for seeking money to cover the cost of the shift allowance?

DEPUTY DUBRAS: Well, I have to assume that you have asked similar questions of my predecessor because the issue came to light obviously after May 24th, give or take ----

MR GARRETT: Yes.

DEPUTY DUBRAS: ---- right through till the point at which in fact that Committee went out of office, and I am assuming you have had answers that would relate to that ----

MR GARRETT: Yes.

DEPUTY DUBRAS: ---- because the work around that issue started in that period. As far as I can recall, obviously the Department turned to Halcrow to ask them to deal with that.

MR GARRETT: Sorry, if I can go further backwards, what I am trying to say is what did Connex say to you?

DEPUTY DUBRAS: Oh I'm sorry, you are really leaping forward to ... well, they wrote a letter, but I have to say I was dependent on ... Their first contact, of course, was with the Officers and with Halcrow because there had been a series of joint meetings and I believe there was a report to that effect, which I presume you have seen.

MR GARRETT: Yes, I am coming to that.

DEPUTY DUBRAS: Okay, which was around the end of the year and then was updated just before our Committee was confronted with this whole situation. In terms of what Connex said to me personally was nothing more than they said in the letter. I don't remember when I first met them. Oh yes, I do. It would have been at the time that the depot was opened. I think that was the first opportunity that I had to meet with any of the officials, directors of the company and Mr Julhes, but there was no discussion at that time. It was, if you like, an informal event, a social event, and we did have a lunch which enabled us to get to know them a little bit because I anticipated that there would be ... little knowing what was still to unfold, I was looking forward to a collaborative effort with them in the sort of partnership I understood had been consummated by that time.

MR GARRETT: Can I take you on to ... or is it correct that Halcrow provided advice to the Committee through a report, and would I be correct that you had been influenced by notes that were submitted by Roger Macklin to Rogers Childs, in which he wrote: "*With regard to the*

*increased cost of the drivers' 2002 bonus payments ----*

DEPUTY DUBRAS: What date is this document?

MR GARRETT: Sorry, I haven't got it. I have had a problem with my computer in cutting and pasting. I am sorry, I don't have it. I will read it to you.

DEPUTY DUBRAS: Yes. No, what I'm trying to get a sense of is about when was it Mr Macklin was writing to Mr Childs?

MR BLACKSTONE: November 2002, I think it is.

MR MUIR: The original document was November 2002.

MR GARRETT: November 2002.

DEPUTY DUBRAS: From Mr Macklin to Mr Childs?

MR GARRETT: From Mr Macklin to Mr Childs.

DEPUTY DUBRAS: I don't remember seeing that particular document.

MR GARRETT: Okay. I will read it to you.

DEPUTY DUBRAS: What I think I do have, if you give me just a second, is a two page document. If you are dealing with something that is called M298, "*Issues relating*", I have got a two pager here which I was given a copy of.

MR GARRETT: Who is that one signed by?

DEPUTY DUBRAS: It's not signed by anybody. It is Roger Childs of Halcrow, an initial base revenue meeting, 3rd December. Is that the one that we are referring to?

MR GARRETT: That is the subsequent one.

DEPUTY DUBRAS: This is the finale, I think.

MR GARRETT: That is the finale.

DEPUTY DUBRAS: Okay. That is all I have seen.

MR GARRETT: You never saw the note from Roger Macklin?

DEPUTY DUBRAS: I don't know. It is possible, but I wouldn't have seen it at that time. Obviously, I wouldn't have seen it until way beyond March.

MR GARRETT: But you have seen the Roger Childs one, in which he wrote "*Connex was also faced with additional annual costs of £210,000*" -- I don't know which paragraph that is in there

-- *“as a result of a shift allowance payment of £72 per week awarded to drivers by Jersey Bus approximately one month before the company ceased operating the service.”*

DEPUTY DUBRAS: Yes.

MR GARRETT: *“They are prepared within the sum to take a risk on approximately £23,500, leaving the States to find £186,500. This payment was not a feature of the terms and conditions of employment for drivers applying in August 2001, the basis of employment of drivers by Connex”, and then he sort of goes on and then, in the next paragraph, he says: “The consultant’s advice is that it would be reasonable for the States to meet the claim of Connex for an additional £186,500 for 2002/2003.”*

DEPUTY DUBRAS: Yes. Now, you have read it, I remember seeing ... the difficulty is one sees a series of documents at various stages and sometimes several copies attached to different things. Yes, there was obviously a set of exchanges which got summarised in the one I have got here, but it doesn’t contain that particular wording.

MR GARRETT: Okay. Would you have been influenced in your decision making process by the advice given by Roger Childs?

DEPUTY DUBRAS: Absolutely. I think it is fair to say, certainly from my relatively distant ... I’m not sure what the right word is, but I was not immersed in the process, so I was, as you know from our discussions last time, I was in and out depending on the time of the process and the requirements, but I believe that, by then, the Committee of the day and the Department had built up a great faith in the organisation and, having worked with various of those individuals over a period of three to four years, would have expected, coming back to my analogy of engineering and signing off, would have expected that those people are in their professional environment and they will make sure that if there is any reporting relationship the senior most engineer will sign off the document as being complete and accurate. Now, I didn’t know until very recently that Mr Macklin was not necessarily an employee of the organisation, that he contracted his services to the organisation. But, ignore that, as far as we are concerned, on our side of the boundary, it is Halcrow Limited (or whatever) ----

MR GARRETT: Halcrow Fox or Halcrow’s.



DEPUTY DUBRAS: Yes. They have to take ownership for the content of their recommendations.

That is what they were hired to do.

MR GARRETT: Whilst not wishing to get caught up with issues of privilege and so forth, is it correct that you also sought advice from the Law Officers?

DEPUTY DUBRAS: Correct, on a number of different issues, but they were all connected.

MR GARRETT: In seeking that advice, you would have relied, or would it be correct to say that you would have relied, on the sequence of, or the description of the sequence of, events as supplied by Halcrow?

DEPUTY DUBRAS: Hmm hmm.

MR GARRETT: So it is probably not surprising that you got the advice that you did.

DEPUTY DUBRAS: Well, I can't ... you are making a surmise there. I don't know how you can come to the statement "*It is not surprising that*". All I can suggest to you is that, because Halcrow had been in possession of all of the information that was available to them, it was their responsibility to ensure that that which was relevant to the States of Jersey as their employer, if you like, was conveyed. That is number one. Number two is that I think there is also a second organisation involved, and that is Connex, in that they were party to all of this from some time in May and there would have been their own dealing with it. I know from what I have read since and at the time that they had to deal with the employees in this very tricky transition period. So they were acting both as a provider of service, but as a new employer in transition. They were very much familiar with the equivalent of TUPE and so on and so forth and obviously we don't have that rigour here, we don't have that degree of sophistication, but, as far as I understand it, they dealt with the practicality, the reality of the particular situation they faced here, which they may never have faced before, but they had assured us, along with the other bidders that they were content and familiar enough with the Transport and General Workers' Union to be able to handle the normal relationships of such a transition. So, given all of that, if information was coming to the Committee via Connex and information was coming to the Committee via Halcrow and everybody was talking to each other along the way, I would expect at the policy end of things, of the final point, to know that I could place absolutely faith in the information

that the Committee was being given.

MR GARRETT: And you made a decision which I'm not criticising or commenting on at all, but you made a decision to pay £186,500?

DEPUTY DUBRAS: Yes, but only after comparing ... you know, referring to Finance and Economics, which I felt was absolutely ... I had no other ----

MR SHEPHEARD: I don't think you had much of a choice, did you?

DEPUTY DUBRAS: No. That is the way things work in the States of Jersey. It is most appropriate. They are there for that purpose. They were given all the information. The Treasury Officers take an independent view. They don't just accept everything for granted. They do their own work and report to that Committee. We don't very often have sight of their documentation. So F&E would have come to its decision and that was communicated to me by Senator Le Sueur.

MR GARRETT: Having regard to everything that you learned subsequently, what is your view, or what was your view at the moment that you learned that possibly information had not been fed to you, that there had been some errors along the road, what was your view on the legitimacy of the claim from Connex?

DEPUTY DUBRAS: Now, you are asking me an opinion and I'm not sure how one expresses an opinion on oath, but I will do my best to be accurate in terms of ----

MR SHEPHEARD: Deputy, can I stop you there? **(The President and Mr Garrett conferred)**

MR GARRETT: Okay.

MR SHEPHEARD: I don't think we need an answer to that question. Quite clearly we have a duty to perform, but there are some areas where we cannot trespass on provinces that may well be dealt with in other fora in the future. I think we should ----

DEPUTY DUBRAS: I am glad to hear you say that, because I was really very uncomfortable personally last Monday with some of the questions I was asked, because I was feeling ... there were several hypothetical questions being asked and I did my very best to respond to them and I know perhaps at times I was not being evasive perhaps, but I was finding it difficult. I have no difficulty expressing opinion when it is appropriate, but I ----

MR SHEPHEARD: I think that is an area into which I don't think it would be proper for us to

venture. Questions of what happens in the future will be for the States and Committees in the light of matters that we say in our final report.

DEPUTY DUBRAS: If I may, just to draw a line under that, I hope that you have read the correspondence and seen the files that were available to you about my concerns about calling, in the answers I gave at that meeting in February, as to whether it was appropriate to have a Committee of Inquiry because it was one of the options that I was seriously thinking about. But I was guided, to a great extent, by the legal advice that I got. Knowing some of the awkwardness of it -- and I don't need to say any more -- I am glad that we have started this process. I am glad that we are here today. You heard what I said in my opening statement. So I don't have any regrets.

MR SHEPHEARD: Right, fine.

MR GARRETT: Okay. Really I have come to the end of the sort of main area that I wanted to cover, save to say is there anything, any statement that you want to make on any issues that you think have not been covered during this process or do you want to point us in the direction of an issue that you believe we should be investigating within our terms of reference? **(Pause)**

DEPUTY DUBRAS: One of the things that I have been trying to decide in my own mind is whether or not you have met with sufficient persons who had a rôle to play in this and whether you have got, if you like, whether you have heard from the horse's mouth. It is a judgment for you based on your reading of the correspondence. You know, for example -- and I made reference to him earlier -- I didn't know whether you felt it was important to talk with or meet with or video link with Mr Kavanagh, for example, but that is for you.

MR SHEPHEARD: We are considering the practical difficulties of taking evidence from Mr Kavanagh. That is something that we are keeping under almost continual review.

DEPUTY DUBRAS: When I looked at the list of people you had invited to or summonsed to attend, his name was very clearly not there and I figured you might have figured out another way of dealing with that.

MR SHEPHEARD: The witness list for this last fortnight of hearings has been determined largely on a practicability basis.

DEPUTY DUBRAS: I accept that.

MR SHEPHEARD: I commented, in taking further evidence from Mr Hacquoil, that we have been to some extent hampered by the fact that, for example, it doesn't appear that separate minutes of Bus Strategy Steering Group meetings were kept, so we haven't necessarily always been able to identify what we would like to identify in relation to that Committee.

DEPUTY DUBRAS: I understand that.

MR SHEPHEARD: But, no, it is a matter that we are keeping under review. We are also conscious of the fact that we were initially asked, if at all possible, to complete our business within three months and report back. We are very conscious that we have exceeded that time limit by a fair margin and are likely exceed it by more because we already know that we are going to have to reconvene at some point in March to take further evidence. But we are balancing on our particular tightrope and we will keep trying to stay there balanced on the rope.

DEPUTY DUBRAS: Fine. No, I mean, I could lighten your day by ... I think the only document that I have got in my possession that you probably don't have and is almost certainly not in the Committee files, which I discovered recently after sending you an email to the effect that everything I had was in the Committee files or in the Departmental files, is a short article in *Private Eye*, which was extremely critical of me last year. But I don't know that that has a lot of relevance to the review.

MR SHEPHEARD: I wouldn't have thought that it did, Deputy Dubras, to be quite honest.

DEPUTY DUBRAS: Good, good. No, all I can say to you is this. I don't know if you have further questions, because you indicated last time, Mr Blackstone, that you had some questions for me.

MR BLACKSTONE: I have a few.

DEPUTY DUBRAS: Good. All I can say is that my expectation when we began this process in February of last year and recommended to Policy and Resources that they take on this mantle as my Committee was going out of office, was to ensure that no stone would be unturned, that you would find out absolutely what the truth was and that you would have sight of every document. The only document -- and I don't want this is any way to appear pointed -- but the only document that clearly had a huge influence was the agreement between the Transport and

General Workers' Union and its employer in 2002. I have yet to see a copy of that document with a date on which it was actually signed, so there is no knowledge of when that agreement was made. We only have the 21st May date stamp for it.

MR SHEPHEARD: We have received oral evidence both from Jersey Bus and from the Union as to when that may have been signed. I have to say that there is some contradiction between them, although that is a contradiction that we will have to try and resolve.

DEPUTY DUBRAS: Good, because that was the one that sort of jumped off the page at me. As far as all of the other documentation is concerned, I believe from what I have seen that it is as complete as I can remember and, where I found gaps, I arranged for those gaps to be filled so that, as far as I know, the file has been updated and is complete.

MR SHEPHEARD: Thank you for that. I think we are certainly aware of a whole raft of additional information that has become available to us in the last few days, although, having examined some of it and not having had time to examine all of it, finding those documents in that collection of material that are actually relevant to the matters that we have to consider may prove to be something of a lengthy exercise, but that is by the way.

DEPUTY DUBRAS: Okay.

MR SHEPHEARD: Mr Blackstone?

MR BLACKSTONE: The reason I haven't asked any questions today is because we have had a huge amount of material to sift through. I did the earlier period. Your appearance on the scene came rather later in Mr Garrett's period. However, there are a number, a small number, of matters which I would like to clarify in my own mind. The shift allowance. This is obviously based on the information you know now. I just want to make sure that I have got it clear.

DEPUTY DUBRAS: Right.

MR BLACKSTONE: On 6th February, the Union sends to Jersey Bus their claim in two parts, the 4.5 across the board and the £72 shift allowance. On 12th February 2002, Jersey Bus sends that to Halcrow. On the same day, Halcrow sent it on to all the tenderers. There is a dispute between Halcrow and the Public Services Department as to whether it was ever sent or whether it was even received by the Public Services Department. That is an area which we have not been

able to establish a definite answer on.

DEPUTY DUBRAS: On that point, have you talked with the Chief Internal Auditor?

MR BLACKSTONE: Yes, we have. I think we have talked to just about everybody who can possibly be involved. On 15th March is the “*beauty contest*” and the preferred operator is chosen. On 30th April, the announcement is made.

DEPUTY DUBRAS: The formal decision was made.

MR BLACKSTONE: We might come back to that one.

DEPUTY DUBRAS: On 1st May the announcement was made.

MR BLACKSTONE: Yes. Then Connex find a claim, they find out about the shift allowance. But, to go back, their tender, when it was submitted, says quite clearly “*The 2002 wage claim has been included in full in our tender. If it is settled at a lesser amount, we are prepared to reduce our price.*” So, as far as I can see, there is absolutely no doubt that Connex included the whole amount in their tender, their claim. They then come back somewhat later and say “Oh no, we didn’t know about the agreement and it was made after the date of the contract.” The impression we get is that this is something of semantics. They knew perfectly well about the claim and they included it. They said they did. But, at that time when they made their claim, it seems that the Public Services Committee and Department had not received, or it had been mislaid, the *Bulletin 2* from Halcrow which included the TGWU letter of 6th February. Am I right so far?

DEPUTY DUBRAS: Pretty well, I think. I mean, I could pick up on a couple of points. In terms of the sequence of events, I think you are ... I can’t be absolutely accurate about whether it was attached to *Bulletin 2* or what-have-you.

MR BLACKSTONE: It was.

DEPUTY DUBRAS: Or whether it was contained within. My understanding was that all of the work had been done by Halcrow to get their second bulletin ready in the light of all the questions and answers they prepared and, because everyone was working to a deadline of the 18th, obviously Halcrow would have been working to a deadline of a few days before to get the last of the common information out to everybody.

MR BLACKSTONE: Sure.

DEPUTY DUBRAS: And it appears that the information with regard to the claim arrived literally on the day that they were posting everything out, give or take -- I'm not going to split hairs on that one.

MR BLACKSTONE: Yes.

DEPUTY DUBRAS: But obviously it was a last minute piece of information being added into the package and, therefore, the people who were doing the donkey work within each of the bidding organisations, the five that we know about ----

MR BLACKSTONE: Had a busy weekend.

DEPUTY DUBRAS: Yes, and so, depending who they were and where they were and what information they actually got, some may have got the information and others may not, but they may have already written the document that said -- I'm only surmising now because I know, I've prepared similar sorts of things in other situations and I know that you have standard forms of response sometimes and sometimes you pick up individual exactitudes that are pertinent to the particular application.

MR BLACKSTONE: We are not too concerned about this, if I can just clarify that point.

DEPUTY DUBRAS: All I wanted to say was, from my experience and from the people I have spoken to in Connex, I have not sat in front of the people who actually did the work when discussing this, I have only dealt with their successors. Now, I think you may have met with some of the people who were absolutely responsible, but since the presentation on 15th March, I have not had any contact with the people who did the work, so I can't answer all of what you have said with any authority at all.

MR BLACKSTONE: Just to recap on that particular point, Halcrow sent *Bulletin 2* and the attachment, being the TGWU letter, out by fax and email on 12th February.

DEPUTY DUBRAS: I understand that to be the case.

MR BLACKSTONE: The tenders were due in on the 18th. There was a weekend in the middle admittedly, but Connex's offices are in Surrey and Halcrow's are in Birmingham. That is a 12 hour courier at the very most. With computers, Excel, Word and all the documentation, it can be

changed so easily and so quickly. Undoubtedly, other tenderers did make the necessary adjustments.

We are convinced that Connex did and the wording in their tender says quite clearly that they did.

We now come on to the fact that they are claiming -- and, as I say, we feel it is a question of semantics, the difference between the word "*agreement*" and the word "*claim*" -- and it comes through to Public Services, who immediately say "Help" and go to Halcrow for help. But Halcrow's claim is that, at the time they were asked for advice on the Connex shift allowance claim, all the tender documents had been returned to PSD and were not still in their possession.

Mr Muir, I think I am correct on that, but I may check on that.

MR MUIR: I can check on that. I don't know if that is so.

MR BLACKSTONE: That is my recollection of what we have been told, I think. If that is the case, and we can certainly check from the transcripts of what we were told, Halcrow, in advising PSD at that time, should have asked to go back to the documents which they handed back to PSD. It doesn't seem that they did. The advice they gave was without reference to the tender documents submitted by Connex -- I am not surmising here, this is on the basis of what we have been told -- and in which documents it was said that the claim had been included in full. So it would appear to us that Halcrow's advice was faulty. We did in fact question Mr Childs in some detail on that, with particular reference to their report of 3rd April 2003, in which they made a categoric statement that "*We recommend that the claim be paid*".

DEPUTY DUBRAS: Correct. I have a copy here.

MR BLACKSTONE: Before this Committee, Mr Childs admitted that that wording was faulty and what he should have said was "On the assumption that Connex did not include the provision of the shift allowance in their claim, it is our recommendation ...". We did not pursue the questioning further, but it would have been possible to question further "Were you aware when you gave that advice that the claim had been included in Connex's tender?" So it would seem that Halcrow did not do their homework at the time they gave the Committee that advice in April 2003.

DEPUTY DUBRAS: Bearing in mind ... I find that of interest. I'm not sure I can comment on it. You



are stating a set of facts based on the work that you have done.

MR BLACKSTONE: The information we have had, yes.

DEPUTY DUBRAS: I am curious about how they could have arrived at that, given that they, I would have thought, were engaged all the way through the period. I mean, if I might be able to turn to Mr Muir at this point, is it correct to say that Halcrow continued, their involvement continued without break beyond 1st May all the way through to when I started to deal with them?

MR MUIR: ... (indistinct) ...

DEPUTY DUBRAS: If they are saying they handed documents back to Public Services so they sort of cleaned their files, I have no idea when they might have done that. I have never heard that stated before.

MR BLACKSTONE: It surprised me that they didn't keep copies. I would have done.

DEPUTY DUBRAS: I can't ... You know, I just hold my hands up. I don't know.

MR SHEPHEARD: I think perhaps, again, we are straying into territory that really we should seek to avoid. These are perhaps issues for another place and another time.

MR BLACKSTONE: Deputy Dubras, I believe you voted for Deputy Dorey's proposition in July 2001 for a delay in the tendering process.

DEPUTY DUBRAS: I don't believe so. I would have voted for ... as I said last time, I would have voted for the amendment. In fact, I don't think we had a vote for the amendment. I did ----

MR SHEPHEARD: Your Committee, which was then the Industries Committee, was it not, was proposing ----

DEPUTY DUBRAS: We were proposing that for seven years ----

MR SHEPHEARD: And that was accepted, wasn't it?

DEPUTY DUBRAS: Yes, but I'm not sure we voted on it.

MR SHEPHEARD: I don't think that amendment was voted on because there was no need. The Public Services Committee had ----

DEPUTY DUBRAS: When I turned up ... I have got it outside in my suitcase still.

MR SHEPHEARD: I will have the States minutes in front of me in a couple of seconds.

MR BLACKSTONE: I just took a note of the last time you were here.

DEPUTY DUBRAS: I can't imagine that I would have voted for Deputy Dorey's suggestion that there should be a delay, no. I would be very surprised.

MR BLACKSTONE: I made a note of that at the time you were asked last time.

DEPUTY DUBRAS: I voted for the Strategy without the seven years. I don't believe I voted for Deputy Dorey. I can't imagine why I would do that.

MR BLACKSTONE: No. I was going to question you on that because I find it surprising.

DEPUTY DUBRAS: It wouldn't fit.

MR BLACKSTONE: No.

DEPUTY DUBRAS: It is not unknown for Members to push the wrong button. These days it's not unknown for Members to change their mind, but I don't think Members normally make the wrong call on *pour* or *contre*.

MR BLACKSTONE: Relating to your term on the Bus Strategy Steering Group, the tendering process was going to produce an expenditure much higher than the subsidies then being given to Jersey Bus. Was that readily apparent? Did anybody question that position?

DEPUTY DUBRAS: Oh yes, it was questioned. It was readily apparent and the discussions that I recall being held, particularly with the joint meeting with the Finance and Economics Committee, yes, that was ... it was well explained, but I think everybody knew, and I found it quite curious in reviewing the files recently prior to coming here last week, that the estimate that had been made some several months earlier of what the likely tender order of magnitude would be were very close. So whoever had done all the calculations and said "If you go down this route, this is the sort of amount you can expect to pay given what you are asking for with new buses and this and so on and the level of service that you are expecting and over a period of seven to ten years the sort of level of investment that was required and the pay back and all of that", I don't think anybody was surprised who had been intimately involved and those of us who were not intimately involved but were told "Look, this is now what we are going to be dealing with", it would have been explained to us in sufficient detail to know that that seemed to make sense.

MR BLACKSTONE: And you were satisfied that you were getting value for money or you

would be getting value for money with the extra expenditure over and above what you had been paying before in revenue?

DEPUTY DUBRAS: Having never been involved in the bus tendering process before and ending up with the product that we now have, I have very little to compare it with, other than let us say buying a fleet of cars for an organisation or refurbishing a set of offices, which I know I was responsible for on one occasion in the corporate office in Ottawa. You know how much rent you are paying for what you have got and how much it cost you a long time ago and now suddenly you are faced with complete refurbishment and you know that the rent is going to go up. You pay for the capital cost and your rental is going to be whatever it is to pay back and you accept that over a long period of time things have moved on and things cost more. If you have not had a sinking fund where you have been squirreling it away, you can be taken a little bit by surprise.

But, I mean, I can make a quantum leap and say one of the most difficult things I encountered on taking on my Presidency was none of this, in terms of some of the details we are looking into today. The real issue for me was how was I going to continue the service -- and it is a domestic issue -- when the budget that was allocated had been allocated for one year, the first year. I walked into it while that first year was still in motion and my first task was to steward the balance of the seven years. I had to immediately come up with the concept of a Transportation Strategy Group, whose first task was to concentrate on funding those six years. So, for my money, that was a much, much bigger problem, six years times four, rather than the immediate concern of £180,000.

MR BLACKSTONE: Is it correct, or I understand that the tenders, the details of the tenders and their assessment was done entirely by Halcrow and neither the PSC, PSD or BSSG had direct input into assessing the tenders?

DEPUTY DUBRAS: I think that is a fair conclusion to reach, yes. Obviously, when you are actually meeting with someone there is an exchange and questioning and clarification and so on, but, to all intents and purposes, all of the analysis and evaluation was part of an ongoing contract with Halcrow and they were expected to do the work on our behalf because of their standing in the industry.

MR BLACKSTONE: We have obviously seen the tenders in detail, both the compliant and the non-compliant.

DEPUTY DUBRAS: Yes.

MR BLACKSTONE: I am not sure about my colleagues, but it is my impression that possibly more work could have been done on the non-compliant tenders than was done. Obviously, from what I have just said, this did not come to the attention of anybody apart from Halcrow.

DEPUTY DUBRAS: Apart from Halcrow, no.

MR BLACKSTONE: Easylink came on stream, legal action was taken and, in the court, it was determined that Easylink was an illegal bus service and yet it still continues. Why is that?

DEPUTY DUBRAS: You will have to consult with Senator Ozouf on that. I believe that is outside the period of the terms of reference.

MR BLACKSTONE: But it does relate to whether Connex are providing an adequate service on those tourist orientated routes. It is the question of relief services, so it is not strictly outside the terms of reference.

DEPUTY DUBRAS: No. Yes, but that is a rather tenuous connection.

MR BLACKSTONE: In late 2003, a number of route cuts were mooted by Connex. Can you confirm that these were directly related to recovery of shift allowance costs?

DEPUTY DUBRAS: No, not wholly. They presented us a report in July, which was a very comprehensive report, of their assessment of the service having had something like nine months of operation and something over 12 months of contact with the organisation, with the Island and its services and they presented to us a view of how they were going to approach the second year, bearing in mind, as I am sure you are familiar with, the fact that the contract allowed them to start changing things in the second year because the first year was a baseline.

MR BLACKSTONE: Hmm hmm.

DEPUTY DUBRAS: In our discussions, which began with the opening of the depot and continued from time to time, much more between the Officers than at Committee level -- we might have met them every second month or something like that, just informally -- but in the July they said to us "Look, this is what we have been delivering. These are some of the areas where we think

change is required if you are going to end up with a better service.”, and they have started to talk in terms of the sort of strategic things that were expected of them as part of the contract and that had been expected at the selection process stage. It wouldn't have mattered who had been selected, I would have imagined them getting into that boat, that phase. They obviously made reference to the fact that, because of the ... they knew that, in all likelihood, I would be writing to them in July once I had heard back from F&E that we would not be committing beyond the first year. We had sent that signal very loud and clear and we reaffirmed it all the way through. I seem to remember writing a letter in October reaffirming what we had already discussed earlier in the year. So they had to then had to figure out ways of making the service more effective, more efficient, better use, utilisation of their resources, both buses and manpower, and clearly we were also conscious of our wish to integrate the school bus service as it was appropriate, as each term unfolded. Are you with me?

MR BLACKSTONE: Not entirely. I am sorry, I have not got these letters with me today. I should have had. But I am sure I have seen correspondence, and I am sure I can find it again, between Connex and PSC discussing specific route cuts specifically to provide compensation to them for shift allowance burden in years two and three.

DEPUTY DUBRAS: That could have happened at officer level. We would not necessarily have seen that at Committee level. I think I would have probably have been briefed from time to time by the Chief Officer that discussions were going on. Certainly we found ourselves in a difficult place. That is why I stopped just now to check whether you were with me.

When the Committee began its work effectively in January of 2003, after we had sort of just got ourselves sorted and allocated the notion of a Planning Sub-Committee and a Public Services Sub-Committee, the first thing we did as politicians only was to meet in the February for an informal meeting to try and determine what our priorities would be, based on what we had gleaned from the first meetings of the Committee. We then met again in the April with the Officers and effectively, at that point -- and bear in mind we had only just started to discover some of the concerns, but in our February meeting we certainly hadn't, and this was very much a top level slice of our work -- we set our priorities and we reordered some of the previous

Committee's priorities because they would have an influence on funding calls a year later. There was no question that the Transportation Strategy and its offshoot of the Bus Strategy and the Parking Strategy and so on were critical to us. We made ... as a Committee working with the Officers, we came to a consensus that we were expecting to reduce the cost of the school bus service over time, over the life of the Committee, and we would expect to transfer some of that to the main bus service. We also were conscious of inheriting a bus service that we knew had routes that were loss making, if you like ---

MR BLACKSTONE: I think we are talking at cross purposes here.

DEPUTY DUBRAS: I am sorry, but I am putting that in context, so that, when we came round to July and beyond, although the company had said "These are the changes we think we need to make for all sorts of reasons, including taking account of the cost saving that we want to make in various ways" -- they had efficiency savings, they had performance improvements, but they also knew they might have to cut some services -- we then had to say to them "Right, now there is an established procedure in place where you have to submit your proposals for change and we have to go out to consultation on it under the terms and conditions of the rules and regulations. So we had a fine balancing act between being the strategic provider of a service, working in partnership with the organisation, and at the same time putting our regulatory hats on when those changes actually were submitted. That is quite a trick.

Of course, one of my tasks as President was to separate those two functions from each part of the organisation that I was responsible for. One element of that -- and I am sure you have read about it -- was the expectation that the JCRA would take on the regulatory function. One of the questions I was asked during the course of the year was "When is this going to happen". Having consulted with the Chairman of the JCRA, I was able to say "Well, not yet because they are not ready", and I think we touched on that last time.

MR BLACKSTONE: I would like to reserve further questioning on this point to possibly at a later date. I am sorry I don't have the correspondence with me today.

DEPUTY DUBRAS: That is fine.

MR BLACKSTONE: I did have it when you were here last, but I have a distinct recollection

(and it might have been slightly before you came on the Committee), but I have a distinct recollection of seeing explicit correspondence about route cuts, in compensation for the shift allowance payments in years two and three, but I would like to reserve that.

DEPUTY DUBRAS: I am sure you are right, but I can't pinpoint it.

MR BLACKSTONE: I have no further questions.

DEPUTY DUBRAS: Thanks.

MR SHEPHEARD: It is not really a question, Deputy, but I have managed, with the assistance of my little electronic friend here, to go back to the States minutes for 2001 and, yes, indeed, you voted *contre* in relation to Deputy Dorey's amendment to the Bus Strategy.

DEPUTY DUBRAS: I am relieved.

MR SHEPHEARD: And *pour* when the Bus Strategy itself was being considered.

DEPUTY DUBRAS: That was my recollection. Thank you. I am amazed you have got that in your machine.

MR SHEPHEARD: The wonders of modern technology.

MR BLACKSTONE: I must have misunderstood at the previous meeting because I made a specific note.

DEPUTY DUBRAS: We all make mistakes.

MR BLACKSTONE: Yes.

DEPUTY DUBRAS: Deputy, I think that concludes the business of the Committee for this afternoon.

It also concludes the public hearings for the time being. We are due to meet again at some point in March, which has not yet been determined, in relation to one and possibly two witnesses. We will give consideration as to whether we need to put any further questions to any witnesses who have already given evidence or whether we can deal with that by means of written submission in some way, but we are very grateful to all those witnesses who have attended to give evidence before us and particularly to you today, Deputy Dubras. We will now adjourn and notice of any meetings that we are going to hold, any public meetings that we are going to hold, in March will be given in due course.

DEPUTY DUBRAS: Thank you very much. May I just say I will give the Committee Clerk the dates

that I am not available in March because I have got commitments already taking me out of the Island for quite a lot of the month, but I will pass them on to your Committee Clerk. All I want to say is if you need me to come back, I will be more than happy to do so.

MR SHEPHEARD: Thank you very much indeed. Thank you, we will adjourn.

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