

THE LABOUR COURT
LANSLOWNE HOUSE
LANSLOWNE ROAD
BALLSBRIDGE
DUBLIN 4

TEL: (01) 613 6666

FAX: (01) 613 6667



AN CHÚIRT OIBREACHAIS
ÁRAS LANSLOWN
BÓTHAR LANSLOWN
DROICHEAD NA DOTHRA
BAILE ÁTHA CLIATH 4

EMAIL: INFO@LABOURCOURT.IE

WEBSITE: WWW.WORKPLACERELATIONS.IE

CD/17/97

RECOMMENDATION NO. LCR21438

CCc-161732-17

INDUSTRIAL RELATIONS ACTS 1946 TO 2015
SECTION 26(1), INDUSTRIAL RELATIONS ACT, 1990

PARTIES :

BUS EIREANN

- AND -

SERVICES INDUSTRIAL PROFESSIONAL TECHNICAL UNION
NATIONAL BUS AND RAIL UNION
TRANSPORT SALARIED STAFFS' ASSOCIATION
UNITE THE UNION
TECHNICAL ENGINEERING ELECTRICAL UNION

DIVISION :

Chairman : Mr Foley
Employer Member : Ms Doyle
Worker Member : Ms Tanham

SUBJECT:

1. Restructuring & Survival Plan.

BACKGROUND:

2. This dispute could not be resolved at local level and was the subject of a conciliation conference under the auspices of the Workplace Relations Commission. As agreement

was not reached the dispute was referred to the Labour Court on 11 April 2017 in accordance with Section 26(1) of the Industrial Relations Act, 1990.

A Labour Court hearing took place on 11 & 12 April 2017.

RECOMMENDATION :

The matter before the Court is, by common acknowledgement, a matter which will determine the capacity of the Company to survive, to continue to afford employment to the persons employed therein and to provide transport services to the public.

The Court has been supplied with detailed financial analyses and notes that the Company has asserted that it is currently insolvent.

This assertion is of the gravest significance for those who work in Bus Eireann and the Court must, as a consequence, give such a contention the most serious consideration. The Court must also however give the most serious consideration to the effect of proposed changes on those who work in Bus Eireann. In this Recommendation the Court seeks to draw a fair and appropriate balance between these most significant factors.

The Court is conscious that there is little value in making a Recommendation to resolve this dispute which would, if implemented, have the effect of ensuring that the company goes out of business with the consequent loss of employment. There is little value in making a recommendation which does not give the staff of Bus Eireann an opportunity to maintain their employment in a viable business which offers the prospect of sustainable employment on fair and reasonable terms into the future.

The Court considers that the extreme situation of the company is such as to require an agreement which addresses the real and accepted immediate crisis. The Court does not consider, given the complexity and gravity of the situation, that it is prudent or appropriate from an industrial relations point of view to address matters without having regard to the possible evolution of the business as it stabilises and as it benefits from an agreement which provides for efficient and appropriate ways of working and operating.

The Court, for these reasons, has developed the following Recommendation in an attempt to address those matters which must be addressed immediately. The Recommendation also provides for a re-assessment of certain key matters 12 months from date of acceptance of this Recommendation and again 12 months thereafter. Those matters are:

- The Recommended composite rate for Driver staff**
- The Recommended alteration to Sunday Premium for Maintenance staff.**
- The Company's intended reduction in the earnings of Management and Executive staff earning over €60,000.**

- **The Recommended adjustment to Meal and Subsistence rates**
- **Flexi Time working arrangements**
- **Loss of earnings**

The parties in those reviews (April 2018 and April 2019), which should be conducted utilising all normal industrial relations procedures as required, should focus on balancing the legitimate expectations of the staff of Bus Eireann and the legitimate and necessary objective of company viability, sustainability and growth. The Trade Unions should, in the course of those reviews, be facilitated such that their financial adviser (should they choose to be so advised) should be afforded all necessary access to financial information (within normal professional constraints as regards commercial confidentiality) so as to be able to effectively provide assessments to the Trade Unions.

Taking these considerations into account the Court recommends as follows:

Executive and Clerical grades

Bus Eireann relies heavily on the important contribution made by its Clerical and Executive sections. However, the company maintains that the current organisational structure to support front line activity is over-resourced. All core 'back office' activities should be centralised to maximise efficiency and productivity. Existing centralised structures should also be streamlined. Appropriate roles will be maintained and enhanced to support operational and customer focused functions.

There are currently 105 Executive grade and 11 Contract Executives. In addition, there are 189 permanent and 31 temp clerical staff employed. The numbers involved and the costs associated with these are out of line for a company of the size of Bus Éireann. Staff reductions will take place in all grades; these reductions are targeted to be achieved over a period of 18 months when proper support systems and necessary funds are put in place.

The following proposals apply to all Clerical personnel:

Voluntary Redundancy will be in accordance with the most current terms and any applications will be considered at the discretion of the company. It is proposed that 48 voluntary redundancies will be from appointed Clerical grades of staff.

- **An Increment Freeze will apply to all Clerical staff, with the exception of Clerical Grade A & B for a period of 18 months at which point it will be reinstated.**
- **The company should agree with each clerical staff member fixed starting and finishing times. These times should take account of the specific needs of the department and the preferences of individual staff members.**

- All Clerical staff will continue to be paid fortnightly.

Executive and Senior Management

The Court notes the Company's undertaking to apply the following proposals to all Executive and Senior Management grades. The Court endorses this approach and notes that the company's intention has been that the measure affecting pay would be in place for a defined period. The Court believes that the intended measure reducing pay should more properly be reviewed along with other specified measures as set out earlier in this Recommendation in 12 and 24 months' time.

- The current workforce of 116 will be reduced by 22. These duties and responsibilities will be borne by the remaining Executives and Senior Management.
- The working week will increase by 3 hours to 39 hours. For those who wish to remain on a 36 hour week, an 8.3% pay reduction will apply.
- An Increment Freeze will apply to all Executive grades for a period of 18 months at which point it will be reinstated.
- All Executives and Ungraded Senior Management earning over €60,000 to forfeit 4 days leave balance accrued at the end of 2016.
- A 10% reduction will apply to any earnings over €60,000.

Inspectors

Inspector roles, as restructured, will be salaried positions going forward.

The company will introduce new roles with pay scales as set out below.

Rostering & Scheduling

A new rostering and scheduling agreement will be required to give maximum effect to efficiencies given the particular nature of supervisory work.

- **Duty Optimisation:** all duties should be reviewed to ensure maximum efficiency
- All duties will be re-built to ensure that the maximum daily spread over will be achieved i.e. 09:30hrs in a 5 over 7 working roster.
- Where required an unpaid break of 01:40 across 2 spells will be applied in order to achieve the maximum daily spread over.

- **Roster/Rotation Optimisation: all rosters will be reviewed to ensure that all work is rostered in a way that meets the business needs, fair to all staff and compliance with relevant regulations.**
 - All rosters/rotations will be rebuilt as required to ensure the duty optimisation and maximum operational coverage.
 - Rosters will be built to minimise the number of occasions where Inspectors experience a change to their starting times of 4 or more hours compared to previous week.
 - Roster imbalance will be corrected - All weekday, Saturday and Sunday duties will be allocated to rosters at each depot and Inspectors will share the duties equally and work day rotation on the rosters.
 - All rosters positions will be advertised and filled per current agreements.
 - Any vacancies will be covered by the use of Acting Inspectors.
 - Acting Inspectors will be used as the company decides to meet the operational supervisory requirements and payment will apply for days worked in supervisor position only, e.g. not full week payment for less than full weeks work in the grade.
- **Meal & Subsistence – 10% reduction to existing rates**
- **Drug & Alcohol Policy – Full implementation and acceptance**

A revamped flexibility and framework agreement will incorporate all of these measures replacing “The Inspector Change Programme” and this new National Agreement supersedes all local arrangements.

New Roles

All three of the Inspector grades including Regional Operations Supervisor and all Chief Inspectors, will be replaced by three new roles which will be more tightly aligned to the essential managerial, coaching and decision making requirements of the business.

The number of such roles will be less than the current number of inspectors reflecting a new proposed structure and it is envisaged that there will 25 less roles than the current 118 roles which exist.

The redefinition of the role will more clearly segregate the duties and responsibilities expected for the roles, replacing the various interpretations of the current Inspector role which has grown across the organisation (station inspectors, depot inspectors, mobile inspectors, revenue protection inspectors, schools inspectors, training inspectors, AVL inspectors, regional operation supervisors & chief inspectors).

The three new roles which will be created are as follows and salaries will be in full and final compensation for all hours and duties required to complete the job based on 5 days over 7. When necessary a 09:30hrs daily spread-over will apply with no requirements

for additional weekly hours, i.e. no overtime or rest-day payments to apply. Acting Inspector panel will be used to cover shortfalls in establishments for both short and long term requirements. A revised daily Supervisor rate based on the lower consolidated rate will apply for drivers acting up in Supervisor positions.

	Number of Roles Required
Service Supervisor	71
AVL Service Controller	16
Training Supervisor	6

Consolidated Rates of Pay based on 5 over 7 day (to include Sundays and Public Holidays) with 9hr 30min daily spread.

Service Supervisor School Transport	€55,000 pa
Service Supervisor Road Passenger	€60,000 pa
AVL Service Controller	€60,000 pa
Training Supervisor	€55,000 pa

All staff will be paid fortnightly via EFT.

Maintenance

The 2002 Craft worker & 2006 Engineering Operative agreements have allowed garages achieve a level of productivity. However with the arrival of larger more expensive fleet, with an increased utilisation & decreased spare level there is now a need to look at other options with regard to working hours, shifts etc. These changes will also allow reductions in capital investment in maintenance facilities nationally by reducing bay to bus ratios where garages are subject to rebuild or retrofit.

The efficiencies as discussed below will apply to all garage staff including Garage supervisors, Craft workers and Engineering operatives.

Flexible working

All garage staff to agree to flexibilities with regard to changes in current working hours and staffing levels to allow the garage network full flexibility to respond to changes in contract service requirements, changes in vehicle utilisation / availability and increased requirements with respect to vehicle turn around durations.

Staff agree to accept changes in working arrangements - for example;

Move to 5 over 7 days to include weekend working, shift working including night working, compressed working weeks, earlier starting times, and later finishing times.

Any/all changes will be accepted and implemented post a 28 day notice period.

A business need will have to be established for any change. It is recognised that the Craft/EO Tribunal should be utilised in a tight time-frame to address any problem/issues that arise. To that end a 4 week process will apply.

Contractor Use

Provision exists in the current Productivity deals to engage contractor support to allow the garage network to manage cost & output in line with business needs.

Current flexibilities on engaging contractor resources will continue and will include the use of contract resources for backfill of absence (long or short term), augmenting existing work forces engaged in fuelling/washing & shunting activities for engineering operatives.

- **Continued cooperation with contractor support utilising sections of maintenance facilities to carry out maintenance/warranty works as required.**
- **Cooperation with the implementation and use of standard task durations as set out by OEM's as a benchmark for completing standard mechanical repairs and component replacements.**
- **Full Cooperation with all aspects of Existing Agreements.**

All staff grades must fully comply with all aspects of existing deals.

Promotion & filling of staff vacancies

All posts & vacancies including shift and supervisory vacancies will be filled in an open, transparent process. Successful candidates for supervisory roles will be selected on suitability. Shift panels will be filled on suitability and seniority. All successful candidates must successfully complete a 6-month probationary period in the role, feedback will be provided during this period. Existing panels for shift working and acting supervisors will also be subject to annual review and filled accordingly in a transparent process.

Staff Transfers

New staff must remain in their current position for a minimum period of 24 months prior to applying for transfer or applying for vacancies elsewhere in Bus Éireann or the CIE group of companies.

Note- The 24 month period applies to newly appointed staff from date of permanency.

Consent to License Checks

All staff who undertake driving duties as part of their employment must agree in writing to bi-annual Driver license checks. Garage management must be made aware of any/all traffic offences or sanctions.

Other

- Implementation of clocking for all garage staff grades (including garage supervisors) including full cooperation with the roll out of electronic clocking at no cost to the employee.
- Full cooperation with the use of electronic hand-held devices for dock / work input.
- All staff must fully comply with the use of hand-held devices for work entry and recording. This will result in reductions in SAP PM Data entry resources and improved quality of vehicle history data recording and subsequent management of garage output.
- Fully accept building access control automation including use of electronic swipe cards / fobs etc.

Payment

- Premium rates - The Sunday premium payment where Sunday is part of the normal working week will be 33.33%.
- All wages will be paid by EFT (Electronic fund Transfer).

Garage Network reduction

Depot / Garage closure (Dundalk Garage)

Dundalk garage currently accommodates 6 craft workers including 5 mechanics & 1 body maker, 2 apprentices, 5 engineering operatives engaged in fuel & washing, 1 store keeper, 1.5 Clerical (1 Clerical resource shared with operations) and 1 garage manager who manages Dundalk, Drogheda and external maintenance providers. All stock control for EMC's and Drogheda / Cavan are provided and controlled from Dundalk garage.

Dundalk garage currently maintains 28 Road passenger vehicles & 7 schools. 28 Schools vehicles are further subcontracted out to local external maintenance providers but managed from Dundalk garage.

The changes arising from closure will be phased in over 18 months to 2 years.

Redeployment of Dundalk staff must only be within 45km

Staff issues on closure

Function: Maintenance

M-F 06.00 – 22.00, Sat 08.00 – 16.00.

Option: Close vehicle maintenance function

Staff Options: - Staff will be accommodated on Voluntary severance or transfer.

Function: Bus Wash / Fuel

7 days per week, 06.00 – 22.00.

Option: Retain vehicle wash/fuel on site to support local Operations. Outsource labour aspect

Staff options: - Staff will be accommodated on Voluntary severance or transfer. In the case that Fuel/ wash / shunt is outsourced TUPE options may be available.

Drivers

This document supersedes all local arrangements and agreements currently in place. This document is to be read in conjunction with all existing current National Agreements.

All legal requirements in respect of driving hours and working legislation will be fully complied with.

- **Full acceptance and cooperation with list of work practice and efficiency improvements. Rosters, Duties and Rotations will be devised to maximise efficiency and the drivers commit to be flexible to accommodate these. The company will seek to ensure that equity and fairness applies to the individual duties. The company will ensure that sufficient travel time is incorporated if required. The company will manage the creation and operation of the rosters, duties and rotations at central level. Any disagreement on duties or rotations will be referred to binding arbitration. In addition to the required travel time the current marginal time of 20 minutes per day will also include pre-service vehicle check/sign off.**
- **This time allowance will also cover out-based drivers cashing in during their duties. All drivers' contracts are for any five days over seven. To maximise driver utilisation it is necessary to have full flexibility on any five days over seven. The extent of any 5 days over 7 is dictated by the timetable worked at the depot to include out-based. If timetable dictates a Monday to Friday stand-alone roster, with no other work possible, then that will be applied. Local arrangements have to be set aside in order to maximise utilisation.**

- **Minimum of 120 drivers will exit on VS over the following 12 months. The existing terms to apply where people qualify for V.S. Voluntary severance to apply on a depot by depot basis, as previously advised.**
- **It is possible that the number of VS exits may change upwards, depending on the level of full-time work content available in each Depot. The intention being to maximise the work content in each contracted band.**
- **The averaging of working hours over the full period of the roster will apply as will the 2 hour 45 minute daily unpaid breaks where necessary. This will be applied to ensure efficiencies can be obtained when the timetable requires a duty to operate across the core timetable day. For example where the spread over type duty avoids the creation of an inefficient duty. The spread over length will reflect the timetable requirement. It is not the intention to unnecessarily extend duty lengths. During the optimization process duty lengths and use of 2:45 unpaid will be reviewed with local representatives and the alternatives examined to try and avoid its use, however efficiency remains the overriding objective of optimization. The Company will endeavor to provide for shorter breaks where possible, however the number and length of unpaid breaks will depend on the number and timing of trips on each timetable. The use of part time staff to cover peak only frequency trips will reduce the need for longer duties and unpaid breaks. The company will try and avoid any increase in 02:45 unpaid breaks however efficiency savings have to be achieved.**
- **A composite rate of pay will apply for every hour worked up to a maximum of 48 hours. The composite rate represents compensation for all and any duties associated with the drivers' role. The company will ensure that staffing numbers match the requirements of the depot and the willingness of drivers to work additional hours. Contracted hours will vary on a Depot by Depot basis, ranging from 39 hours through to a maximum of 48 hours.**

The composite rate to apply from date of agreement in advance of the first review of this agreement in line with this recommendation 12 months from date of acceptance shall be:

**Year 1 of service : €17.37
 Year 2 of service: €18.28
 Year 3 of Service: €19.20
 Year 4 of Service: €20.11**

- **The need for part time drivers will be reduced when the above is fully implemented. Any issues concerning rosters, progression, seniority etc. in the context of part-time drivers will be discussed and agreed.**

Roster / Rotation Optimisation

All Duty Rosters will be amended to reflect the following:

- **Duty Optimisation will be implemented to improve driving time efficiency to levels of at least 84%. Optimisation is a complete review of all driver rosters / duties & Rotations. To maximise efficiencies, all drivers may be interchangeable between Expressway/State carriage and city services.**
- **Roster efficiency and fair rotation of work and rest-day pattern**
- **Any 5 days over 7 days to apply to all.**
- **Travel times for positioning trips will be reviewed during roster negotiations as part of subject to local level negotiations.**

Spare Driver Work and Efficiencies

A single panel of spare drivers will exist. All spare drivers will be 'spare to be rostered' in a fair and equitable way and operate all duties as assigned. A minimum 39 hour week will apply to spare drivers.

Spare drivers 5 over 7 rotations will apply with a mix of early, middle and late weeks, i.e. all spare drivers will share equal amount of duty start times.

Out-based Spare

The following conditions will apply to spare drivers on relief at out-based locations:

- **All planned absences will be covered with spare drivers who have expressed an interest in working from the out-based location in the first instance. No travel allowance or overnight expenses will be paid in respect of this work, i.e. out-based location is a preferred work location of a spare driver.**
- **Where no spare driver has expressed an interest in working from the out-based location, as above, the junior driver from the spare panel will be allocated the work if no other spare driver has expressed interest in working in that location. If conscription applies, overnight expenses will apply for all duties covered, i.e. every day worked. The overnight payment for the first and last day will be replaced with an increased travel and overnight expenses of €40.51 plus relevant meal allowances.**

For example: One week cover payment would be €40.51 x 2, and €34.33 x 3 (non-taxable).

- **Overnight expenses will be paid in this situation to a maximum of 3 days per week. Where out-based location is in excess of 65km (40m), payment of overnight expense will be in line with point 2 above, i.e. increased travel and overnight first and last days.**

The following amendments would also apply to spare drivers on relief at out-based locations:

- **Reclassification of the 'Under and Over 40 mile rule' to one class, i.e. all locations. No travel time payments to apply, and only expenses payments as outlined above, i.e. overnight expenses.**
- **Elimination of the travel or Out-based Relief payments and replaced with Overnight expense payments as outlined above, €33.43 per day (tax free)**
- **Payments for non-working rest-day overnights will be discontinued.**
- **The payment of a flat days pay in respect of the first rest day away from home depot will be discontinued.**
- **Payment to 'Journey Men' will be overnight expense payment for all duties worked, i.e. payment for everyday worked.**

Part-Time/Seasonal Drivers

Part-time/seasonal drivers will be used to reduce the number of inefficient duties and rosters in order to ensure staff reductions are achieved to facilitate voluntary severance.

A minimum defined fixed hour working arrangement will be agreed in advance with these staff.

The Company may employ these staff if required on a short term basis or if necessary on a longer term basis, up to six months. On expiration of this term the utilisation will be reviewed and a further defined period may be arranged.

The number of such staff will depend on the outputs from the local optimisation process.

These staff will have an opportunity to apply for full time vacancies via the current national agreement.

Other Efficiencies

- **All known work will be boarded and will be managed in line with the efficiencies as outlined above or by the use of Part-time drivers**
- **Full implementation of Telematics including driver training. Fuel efficiency savings are not yet known and requires full retrofit on vehicles without telematics. A value will be put on it when the whole fleet is fitted and results are analysed.**

- **Full implementation and rollout of seat reservation system**
- **Drug & Alcohol Policy – Full implementation and acceptance in line with code of practice, to be agreed with Trade Unions.**
- **Fueling – Drivers will fuel buses as required at suitable designated locations and payments will remain at current levels**
- **On-vehicles Systems – Drivers will use and deploy all on-board IT systems including all new fleet technologies which would benefit the business now or in the future. In relation to AVL, training will be carried out and all issues raised will be resolved by the company.**
- **First User Check – Drivers will undertake vehicle first user check including signing for all relevant and appropriate documentation.**
- **Meal & Subsistence – 10% reduction to existing rates**

Implementation Arrangements

Drivers rosters / duties and rotations will be designed to give 84% duty efficiency, designed to give effect to the working timetable, and will be constructed centrally taking into account the essential local knowledge available from all relevant local staff. These will be implemented on a schedule specified by the Operations Manager responsible for service delivery and this will include a review period after 8 weeks following implementation.

The rosters / duties and rotations will be issued 6 weeks in advance of implementation, a two week period will be set aside to allow for local meetings on same.

A Roster / Duty Appeal Tribunal will be established, consisting of the Chairperson, Two representatives from the Trade Unions, Two from Bus Eireann. The Chairpersons decision will be final.

Income Continuance

The Company has reaffirmed its commitment to implement Labour Court Recommendation No. 21224 in full, inclusive of retrospection to January 2015.

Clonmel

The five probationary drivers at Clonmel (named in letter to unions in Waterford, dated 1st March 2017) to be included in the 134 probationary figure above, the withdrawal of termination letters is agreed.

General issues pertaining to all unions and grades

It is recognised that there is a need to improve service efficiency and to assure service continuity.

The matters set out below are intended to meet both requirements in a balanced and practical way bearing in mind the overall context in which these have emerged and can be dealt with.

A singularly important requirement for all parties is the common goal to provide visibly improved, expanded, and sustained services to customers throughout the road transport network. In this regard, efficient, good quality and uninterrupted service is the cornerstone of this agreement.

All elements of previous agreements which directly or indirectly assure services will be delivered as and when required. In line with the 5 year service plan, enhancements of and extension to services will also be delivered as and when required.

This Recommendation sets out the principles by which all staff i.e. managers, supervisors, bus drivers, clerical, maintenance will ensure that they personally act in such a way to support the underpinning principles of this Agreement and is a statement of the commitment of all those involved in the Agreement. Accordingly, any maintenance and or improvement in pay and conditions of employment for all staff must be funded by efficiencies (see Grade specific section) which will realise reduction in payroll costs. Where other cost reductions are realised consequent on greater efficiency and service assurance these can also be factored in.

A fundamental element in the overall context is the fact that over time, since the implementation of all previous agreements, the optimisation of effectiveness and efficiencies has not been fully achieved.

This Recommendation builds on the terms contained within these Agreements and will ensure all elements contained in these agreements are now implemented in full as and when required.

It is recognised and accepted that Bus Éireann must address its current cost base and achieve significant improvements in efficiencies in order to become solvent and viable going forward. It is also recognised and accepted that Bus Éireann is a premium employer and will maintain premium terms and conditions of employment.

The following principles will apply to all grades covered by this proposal. The grade specific elements of this Recommendation set out above are to be read in conjunction with these principles.

In order to balance the requirement to ensure that Bus Éireann has a sustainable and long term future and the aspiration for a potential improvement in pay and conditions, along with the absolute necessity to assure service and efficiency, the following

principles will apply:

- **Services must be guaranteed on a predictable and consistent basis through flexible work and deployment patterns.**
- **Increased efficiency in staff deployment is accepted as the priority in enabling the implementation of potential improvements in pay and conditions. (See Grade specific)**
- **Staff will be deployed in accordance with the agreed deployment parameters in a way that optimises efficiencies.**
- **Any reliance on working hours in excess of rostered/boarded hours will cease through the medium of the effective deployment of a sufficient supply of competent personnel. Staff will cover service adjustments on schedule as they arise. This will entail accepting deployment arrangements implemented in line with the agreed rostering parameters.**
- **The integration of advancing technology, as required, and the updating of practices, processes and procedures in order to meet changes in customer/safety requirements i.e. hand held devices, checking and updating Seat Reservation System (SRS), remote booking on, AVL etc.**
- **Staff will take on any additional flexibilities relating to customer service and providing assistance to passengers as required, once it is within their competence level and rostered hours.**
- **The primary responsibility of staff will always be to put the safety of passengers, the public, their colleagues and themselves first.**
- **At the earliest possible opportunity, staff will bring to the attention of the appropriate responsible person any defect or occurrence which may or will have a detrimental impact upon safety, service quality or productivity utilising agreed company procedures.**
- **Staff will commit to ensuring the highest standards of Service Quality including Safety, Punctuality and Reliability.**
- **All groups will cooperate fully with all initiatives aimed at improving efficiencies.**
- **Core terms and conditions of employment will be maintained.**
- **Staff numbers will be reduced through natural attrition and voluntary severance to achieve the optimal numbers identified. The numbers identified in the relation to voluntary severance relate to permanent whole time posts. The severance terms will be at the existing terms as previously applied within the company.**
- **Individuals will have the opportunity of maximising their earnings where basic or consolidated rates apply.**

- Annual leave in the future will have to be taken within the leave year that it is earned and in accordance with the OWT Act. Where any individual has accumulated leave from previous years this leave must be used up prior to December 2018. Individuals will have the option to 'sell' accumulated leave at the rate of 50% of the daily rate for each days leave.
- There will be no additional cost increasing claims served on the company prior to the end of this agreement.
- No additional rationalisation or restructuring will be proposed by the company prior to 2019. That period is also underpinned by reviews of key aspects of this Recommendation. Both parties should therefore endeavor to ensure industrial peace is maintained throughout this period.

Loss of Earnings

Loss of earnings, if and when they occur, will be assessed in 12 months. Loss of earnings will be based on average earnings over the previous three years and compensation of 12 months the loss will be paid. Payment will be made upon completion of the assessment subject only to the ability of the company to pay at that time. In the event of an inability to pay at that time, it is understood that payment will be made at the point where the company has the ability to pay.

Redundancies

The Court notes that the CIÉ Board would consider any Bus Éireann business plan which envisages a financial role for the CIÉ Holding Company and secures the long-term viability of the company. This would be within the context of the existing and future CIÉ Group financial position and banking facilities, the regulatory environment and significant savings being generated by Bus Éireann.

This, the Court understands, is subject to acceptance of this Recommendation

Forum

The Court notes that the parties share an ambition for the establishment of a Forum (within the framework for consideration of such matters), comprising all relevant stakeholders including the Trade Unions representing staff at Bus Eireann, to work towards addressing the challenges facing Bus Éireann and Public Transport generally. The Court has no role in this aspect of policy. However, the Court notes the range of issues deriving from the evolving nature of public transport and which have become factors relevant to the challenge facing this company. Against that background, the Court can endorse the proposition that such a forum, if established as soon as possible following acceptance of this recommendation, has the potential to bring a clarity to factors affecting this company such that effective planning within the company can minimise the risk of a crisis of this nature emerging in the future.

The Court, in most difficult circumstances, has sought to frame a Recommendation which draws a balance between the extreme difficulties facing Bus Eireann and the legitimate expectations of the staff of the company. The parties appear to the Court to be convinced that a forum which offers the opportunity for constructive engagement by all stakeholders, including the Trade Unions, on the issues affecting this company and public transport generally can be very important in the context of achieving a sustainable Bus Eireann into the future. Such a future depends on acceptance of the within Recommendation and the Court can endorse any initiative which supports the parties' efforts to meet the challenges they face.

Return to work

The Court recommends an orderly and peaceful return to normal working.

Signed on behalf of the Labour Court

Kevin Foley

Chairman

13 April 2017

MN

NOTE

Enquiries concerning this Recommendation should be in writing and addressed to Michael Neville, Court Secretary.