



# Dublin Bus Independent Investigation Report

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*Noel Dowling & Ultan Courtney*

An Independent Investigation and report into the reasons why the Labour Court Recommendation and clarifications about the Dublin Bus cost savings plan were consistently rejected by professional bus drivers employed by the company. This report was presented to the Government/ICTU/IBEC Taskforce on the 15th October 2013

15<sup>th</sup> October 2013

Government ICTU IBEC Taskforce

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## Executive Summary

1. The Taskforce appointed an Independent Team to investigate the reasons for the continued rejection of the Labour Courts Recommendation and clarification by Bus Drivers.
2. The Team carried out intensive and extensive consultation with all the parties and their representatives over a three week period.
3. The parties were informed that we were going to investigate and report back to the taskforce and that we were not formulating new proposals. However we said that in our report we may make operational recommendations for the parties to consider.
4. The proposals now on the table are the best that can be achieved. The IR Procedures are exhausted and it is not credible to believe that further third party intervention can help.
5. The reasons for the rejection were many and varied ranging from distrust of company promises, to anti austerity and operational issues. Also concerns were raised about how the proposals would be implemented in practice.
6. The two issues that consistently emerged from all the Garages were those involving the Travelling time Proposal and the plight of Spare Drivers.
7. Other issues raised included the reversion to the present conditions at the end of the 19 months, Revenue Protection, Working time Directive, the role of the Steering Group, and the Communications of the proposals.
8. The investigation team found that miscommunication, misunderstanding, mistrust and the role of social media were factors in the rejection of the proposals. The many different documents, proposals, recommendations, clarifications notices, and counter notices together with the inordinate duration of the entire process added to the confusion.
9. We have made operational recommendations on following issues:
  - 9.1 One unified document should be issued to all bus workers that is endorsed by Dublin Bus SIPTU and the NBRU. The report makes the following recommendations.
    - 9.2 *Travel / walking time: Recommendation 14.*
    - 9.3 *Spare drivers: Recommendation 15.*
    - 9.5 *19 month guarantee/Binding Arbitration on Company Recommendation 16.*
    - 9.4 *Steering Group Appointments: Recommendation 17.*
    - 9.5 *Revenue Protection: Recommendation 18.*
    - 9.6 *Working Time Directive: Recommendation 19.*
    - 9.7 *Summer Schedules: Recommendation 20.*
10. The investigation team respectfully asks all parties to endorse this document as a fair balanced and accurate assessment of the dispute and the proposals arising.

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## **Appendix 1. The Evolution of the Proposals**

### **1. Taskforce**

1.1 In early September a Taskforce was set up by the Government consisting of representatives the Departments of Transport and Enterprise and of IBEC and the ICTU to look into the long running dispute within Dublin Bus.

## **2. Appointment & Terms of Reference:**

2.1 The Task Force appointed Noel Dowling and Ultan Courtney to carry out an Independent Investigation into the reasons why the Labour Court Recommendation and clarifications about Dublin Bus were consistently rejected by bus workers. Noel Dowling is a former senior SIPTU Official and Ultan Courtney runs a Management Consultancy Business and is a former bus driver.

## **3. Background to the Dispute**

3.1 Dublin Bus operates a fleet of 900 buses some of which are owned by the NTA. It's workforce of 3165 employees provide services in the greater Dublin area. It has over 2300 professional Bus Drivers operating in seven garages across the city. The bus drivers are unionised and the NBRU and SIPTU each represent about 50% each of the total bus drivers.

3.2 Since 2009 the Unions in Dublin Bus have accepted a series of cost cutting measures that reflect the downturn in passenger numbers, revenue and reductions in the subvention. Despite all the sacrifices made since 2009 Dublin Bus has lost €70m in the last four years (€84m over last five years). The recession and reduced Government subvention have meant that the board, management and the staff of Dublin Bus have had to work hard to try to stem the losses by cutting costs and stabilising revenue.

3.3 In each of the years 2009 and 2012 the company reported a net operating deficit which had accumulated to €52.2 million in 2012. From 2009 to 2011 Passenger revenue declined steeply falling by 10% from €195 million to €178 million. There was an improvement in passenger numbers in 2012 and Dublin Bus carried 115 million passengers with total revenue generated of €190 million. However the 3 day strike damaged public confidence in the service and 700,000 passenger journeys were lost and passenger numbers have not yet returned to pre-strike levels. The strike cost Dublin Bus €550,000 in reduced payments from the National Transport Authority and the Department of Social Protection.

3.4 Due to its various cost savings plans since 2009 Dublin Bus has reduced its operating costs and savings of €15 million have been made. Fuel costs have also decreased due to the revised network of service and the reduction of the number of buses on the road. (Dublin Bus received once off support of €12m from CIE Group in 2009 so the total net cost saving, excluding fuel; over the period 2009 – 2012 is €27 million. For the period 2008 – 2012 the total net savings amount to €46 million.)

3.5 The subvention will reduce in 2013 and 2014 and provided the plan works it will remain at this level for 2015 and 2016. Given the dire state of the public finances there is no hope of any increase in the subvention whatsoever either now or in the foreseeable future.

3.6 The company has endured significant operating deficits in 2009, 2010, and 2011. Due to the various cost saving measures the deficit has been reduced in 2012. However this has only been achieved by a combination of cutting costs, using its cash reserves and banking facilities to support the day to day running of its operations. This level of cash attrition is unsustainable and the Board has a duty to protect the company's financial position by making cost cutting proposals.

3.7 However cost savings on their own will not rescue the company. The company needs to also generate revenue. To help generate revenue Dublin Bus has prepared a 5 Year Financial Recovery Plan 2013 – 2017. The objective of the plan is to return Dublin Bus to profitability and after receipt of subvention to ensure that it has sufficient cash resources to fund its operations. The 5 Year Plan 2013 – 2017 supports the recent proposal for increased banking facilities.

3.8 The 5 Year Financial Recovery Plan 2013 – 2017 is based on a number of critical assumptions which include generating new revenue and decreasing costs:

**Revenue Generation:** Multi - annual average fares increases on all cash, prepaid and Leap Card fares yielding 6% for 2014 and 4% & 4% for 2015 and 2016.

**Subvention levels:** €64.9 million in 2013 and €60.4 million per annum from 2014 through to 2017.

**Annual Capital Funding:** NTA Funding to enable Dublin Bus to purchase 80 buses in 2013 and 90 p.a. thereafter, complete bus refurbishment and replace obsolete plant and machinery.

**Cost Reduction Plan:** Implementation of the Cost Plan in 2013 and achievement of full year savings from 2014.

3.9 The Investigation team is satisfied that the successful implementation of these proposals as part of the 5 year plan to return to profitability will help secure a positive future for Dublin Bus and its employees.

3.10 However passengers will ultimately decide the fate of Dublin Bus. They will only return in numbers if Dublin Bus provides a good service, attractive fares and guarantees continuity of service to potential passengers. The recent dispute damaged the goodwill built up over the past few years by bus drivers and this will not be easily won back. This proposal provides an opportunity to do so.

#### **4. Negotiations Proposals Recommendations & Clarifications**

4.1 In June 2012 the management of Dublin Bus proposed an urgent cost saving plan that impacted on the terms and conditions of all grades of staff. Following intensive and extensive negotiations and referrals to the LRC and the Labour Court 6 of the 7 staff groups eventually accepted the Labour Court's Recommendation LCR 20544 and subsequent clarifications.

4.2 The professional Bus Drivers represented by the National Bus and Rail Union (NBRU) and the Bus Workers Branch of SIPTU rejected the recommendation and subsequent clarifications in three separate ballots albeit with the numbers voting no reducing on each occasion.

4.3 To try and understand and explain the reasons for the rejection of the Recommendation the Investigation Team met with all the principal parties. Several meetings were held with the senior management of Dublin Bus. Numerous meetings were arranged with the senior officials from SIPTU and the NBRU and subsequently with their IR negotiating teams. The investigation team also attended meetings of the Dublin branches of both unions and listened to the issues raised by the representatives from the different garages. The Investigation Team would like to acknowledge the full co-operation that it was afforded by all parties.

4.4 The Investigation Team considered all of the communication documents provided by the parties which contained arguments for and against the proposals. Also the initial company proposal, Labour Court Recommendation and subsequent clarifications were considered in detail.

## **5. Reasons for Rejection**

The feedback from the consultation was as follows.

5.1 All parties accept that Dublin Bus is a company in financial crisis. All parties understand the implications for the company and its employees if the proposals and 5 year plan are not successful. The Company says it cannot continue as is and in the absence of an agreement with bus workers difficult decisions will have to be made. No one knew with any certainty what decision will be made but all the parties accepted that the risk is that an imposed solution will be worse than an agreed one.

5.2 The parties were frank and open in talking about the potential scenarios that could arise in the absence of an agreement such as a lengthy strike resulting in an orderly wind down of Dublin Bus. Other scenarios raised included Dublin Bus seeking the protection of examinership or being placed in receivership by its creditors. The fast tracking of privatisation was also recognised as an option for government as was the extension of the FEMPI style Legislation to Semi-state companies.

5.3 Some workers have told us that they do not believe any of these scenarios will happen in any circumstances. Others said that this Government will make the difficult decisions and the only real issue is what input bus drivers had into the final outcome. Most accepted that in the absence of a voluntary agreement between the parties that they would have little or no input into the final decision.

5.4 Both Unions said that they could not recommend the Labour Court Recommendation to their members. However they did recognise that the company was in severe financial difficulty and they had worked tirelessly to reduce the impact of the plan on their members. The best that could be achieved was for a modified plan to be put in place that bus workers could learn to live with for a period of time rather than wholeheartedly embrace for ever and a day.

5.4 Many reasons were given to us by the representatives of the garages as to why the recommendation was rejected. The principle and overriding reason however was (and remains) the complete lack of trust in the word of the company. This mistrust is based on the fact that major concessions by Drivers in at least two previous Productivity/Cost cutting agreements failed to resolve the company's financial crises despite management's assurances to the contrary and are now followed by yet another cost cutting exercise.

5.5 Management acknowledged that this has created mistrust but point to the unforeseen consequences of the fallout from the international financial crisis, and the resulting reduction in Government subvention across the CIE companies and the dramatic fall (up to 2012) in passenger journeys. Both parties accept that trust must be re-established as part of the recovery plan.

5.6 Over the three weeks consultation period several themes emerged repeatedly. These were Travelling Time, Spare Drivers, the 19 Month Agreement and Summer Schedules.

5.7 Other issues, particularly Revenue Protection, the Working Time Directive and the role of the Steering Group also emerged. However the Travelling time and the Spare Drivers issues were the most frequently cited bones of contention.

## **6. Travelling Time.**

6.1 The purpose of the proposal on Travelling/Walking time was to increase the amount of time a driver spent in service rather than in travelling to and from his/her duties. This meant that the driver's effective driving time would increase and this would be a saving to the company. Drivers objected to this change as it greatly increased their time spent driving and impacted on where and when they picked up their bus or where and when they took their breaks. The representatives also said that the exclusion of Harristown and Donnybrook from the travelling time proposals was seen as unfair and some drivers voted against because of this exclusion. (See Recommendations)

## **7. Spare Drivers.**

7.1 Marked in Drivers make up 66% of the Drivers and follow a route and roster that guarantees them an alternative late and early week. They know their duties well in advance and can plan a restricted social life.

7.2 Spare Drivers do not have a fixed route or roster and are only told from day to day what duty they are working tomorrow. They do have a nominal late and early week however there is no guarantee of an early finish on their early week. All drivers started as spare and progress to marked in status over time based on seniority.

7.3 Traditionally the time spent as a spare driver was 2-3 years and this was accepted by all drivers as fair and reasonable or as necessary rite of passage. However the reduction in Driver turnover, routes and duties has drastically increased the time a driver spends as spare. Indeed a driver can spend up to 10 years or more as a spare driver and this can have a significant impact on his quality of life.

7.4 This issue has been consistently raised by the Unions and management have attempted to address it through the Spare Drivers Group and through local agreements such as in Harristown. However the options to resolve this complex issue are very limited and most have been teased out and tested by the parties without any significant improvement.

7.5 The reduction in routes buses and services has hit all bus workers hard and the spare workers have been hit particularly hard. However the Investigation Team recognise the problems spare drivers have and have sought to address them in a limited way in this document. We, like the Unions and the Management, have no "magic wand" or "quick fix" to resolve this issue however we believe we have made a significant improvement in our recommendations.

## **8. 19 Month Agreement**

8.1 The representatives said that most drivers did not believe that at the end of the 19 month period that their Terms and Conditions would be restored to the current levels. This is despite the clarification from the Chairman of the Labour Court Kevin Duffy who said that this plan was a "derogation" from the current collective agreement and that the *terms* would revert at the end of

the 19 month period. This is one of the trust issues that go to the core of this dispute and one which we have addressed in our recommendations.

## **9. Role of the Steering Group.**

9.1 It was recommended that a Steering Group be set up to deal with a number of outstanding issues over a four month time frame from acceptance of the agreement. It was clear from our conversations with the parties that the proposed role of the Steering Group is not clearly known or understood. Also its membership and the appointment of the Independent chairman was not made or announced. It was clear to the Investigation Team that the role of the Steering Group was vital in providing clarity, confidence, and stability to all parties during the 19 month life of this agreement.

## **10. Revenue Protection**

10.1 Revenue Protection was cited as an area of concern. Both parties accept that revenue protection is an important issue. The proposals allow for the setting up of a Revenue Protection Grade and the company has confirmed its commitment to do so.

## **11. Communications**

11.1 The parties all complained about the poor quality of the communications from each other. Others complained one or other of the parties were not working to promote the proposals and that in some cases they actively worked against them. Also concerns were expressed about social media with constant commentary on the proposals streaming live to bus workers. There was a concern expressed that comments on social media were taken as "gospel" simply because they were on Facebook or a similar site.

11.2 There is little doubt that in a climate of mistrust, perceived miscommunications can and will lead to misunderstandings. Also the plethora of proposals, clarifications, notices and counter notices did contribute to confusion and this made it more difficult for a worker to vote yes when the simple message from the other side regardless from where it came from was to vote no.

11.3 Also it was clear from the review of the documentation that it was not made plain and clear how different the company's original plan was to the document that bus workers were now voting on. Considerable changes and safeguards were put into the document by the process of negotiation by the unions and recommendations by the Labour Court which reduced the financial impact on bus drivers.

## **12. Findings**

12.1 The reasons for the rejection were many and varied ranging from distrust of company promises, to anti austerity and operational issues. Also concerns were raised about how the proposals would be implemented in practice.



12.2 To help provide certainty and clarity on the proposals the Investigation team has compiled a Unified Document for all bus workers and management. This document unifies all other documents and is the definitive document in the event of issues of interpretation and implementation.

12.3 In addition, to provide an analysis of the reasons for the dispute we provide a table showing what the starting and finishing positions of the parties were. This will allow anyone to properly assess what progress was made during the negotiations and Labour Court Hearings.

12.4 The aim of this document is to provide a focus on the facts upon which Bus workers can make an informed decision.

12.5 The company and the unions have spent 18 months negotiating on this proposal. The LRC and the Labour Court have provided proposals and recommendations and clarifications have been sought and given by the Board and Management of Dublin Bus. The Investigation Team have accepted that these negotiations, recommendations, and clarifications have resulted in a proposal that is far more favourable to bus workers than the first proposal in June 2012.

12.6 However the Investigation Team is also satisfied, after careful consideration that the proposals as now amended are the best that can be achieved in the current financial circumstances. The Investigation Team is satisfied that all that can be achieved through the negotiating process has been achieved .It would be irresponsible to say otherwise. Indeed any further concessions would fatally undermine the company's cost saving plan and could lead to all or any of the scenarios discussed earlier in the report.

12.7 We are not putting forward new proposals as we do not believe that is possible or realistic. The Investigation Team is simply giving its analysis of the situation and making operational recommendations that will help to implement the proposals in a more fair and reasonable manner.

12.8 It is clear to the Investigation Team that the industrial Relations machinery has done all it can do to assist the parties. In these circumstances the Investigation team can see no basis whatsoever on which any credible third party will intervene in this dispute or issue further proposals either now or in the foreseeable future.

12.9 The dispute in August 2013 damaged the reputation and revenues of Dublin Bus and did not resolve the issues between the parties. It is clear that a further dispute will probably be more protracted, only finishing when one or both sides has lost more than they have gained.

12.10 The Investigation Team has put this proposal and final operational recommendations to the professional bus drivers working in Dublin Bus as an alternative to prolonged industrial action. We have striven to provide a report that is fair, balanced, and accurate, upon which an informed decision can be made.

### **13-18. Operational Recommendations:**

#### **13.1 Communications:**

13.1 It is recommended that one unified and factual document be circulated to all Bus Drivers for their consideration. This document will have two parts. Part one is the report and part two is the summary of the proposal and operational recommendations for the Bus drivers.

### 13.2 Sole Authority:

It is recommended that this document to be endorsed by the Company, SIPTU and the NBRU as the definitive and sole source of information and authority arising from any questions about the implementation or interpretation of the proposals.

### 14. Travel Time:

14.1 It is the view of the Investigation Team that the current travelling time arrangements remain in place. As a means of achieving the targeted savings the Company will conduct a review of scheduling efficiencies and customer demand throughout the city with a saving of 15 daily duties in total.

14.2 Information note: *Travelling time and other scheduling arrangements will need to be addressed in the wider context of the proposed market opening, and it is the view of the Investigation Team that these matters are dealt with as part of that process*

### 15. New/Spare Drivers:

15.1 The issue of spare drivers was discussed in detail with all the parties. The issues identified were as follows:

- I. Drivers in spare category for up to 10 years
- II. Junior rota working 5 out of 6 Saturday's
- III. Lack of movement from junior to senior rota

15.2 Recommendation: The Company has identified 60+ duties currently vacant for over 6 months through long term illness and rehabilitation. It is recommended that: These 60+ duties should be advertised on a temporary basis among spare drivers locally.

15.3 They will be filled on the basis of seniority. Into the future duties vacant as a result of long term illness or rehab for 6 months should be advertised and filled in a similar fashion. Drivers successful in achieving a temporary position will revert back spare when the marked in driver holding the duty is deemed fit to resume normal duty.

15.4 A spare driver working group put forward proposals to introduce a more favourable 10 week rota for junior spare drivers. The Company could not consider this change at the time due to difficulties it would cause in covering Saturday duties. However, the Company has now agreed to put forward proposals that should improve significantly the spare driver situation going forward on the basis of the following:

- I. **Recruit 70 new drivers operating a four day week working a combination of Thursday to Sunday, and Friday to Monday late shifts.**
- II. **Move up 70 junior rota drivers to the senior rota.**
- III. **Implement a new 10 week junior rota (see below) for all remaining junior rota drivers that gives an additional Saturday rest-day (week 3) per rota.**

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1	REST	REST	L	L	L	L	L
Week 2	REST	E	E	E	REST	E	E

Week 3*	REST	L	L	L	L	L	REST
Week 4	REST	E	E	E	E	REST	M
Week 5	L	L	REST	E	E	E	REST
Week 6	REST	REST	L	L	L	L	L
Week 7	REST	E	E	E	REST	E	E
Week 8	REST	L	L	REST	L	L	L
Week 9*	REST	E	E	REST	E	E	E
Week 10	L	L	REST	E	E	E	REST

\*Restdays week 3 becomes Sunday-Saturday (instead of Sunday – Wednesday)

\*Restdays week 9 becomes Sunday-Wednesday (instead of Sunday-Friday)

N.B.The above to be implemented on a phased basis as recruitment commences and all the above will be completed by 31 May 2014.

## 16. 19<sup>th</sup> Month Agreement:

16.1 As per the terms of the Labour Court Recommendation at the end of the 19<sup>th</sup> Month Agreement the terms and conditions will “automatically revert” to the present rates. Dublin Bus has confirmed to the Investigation Team that:

- Dublin Bus is committed to the full restoration of current agreed rates for Rest Days, Overtime, and Premium payment 19 months from the date of acceptance of these proposals.
- In order to reinforce and strengthen this promise the Company has agreed to submit to **BINDING ARBITRATION** in the unlikely event of its defaulting on its commitment.
- The company also agrees that it shall co-operate fully with any financial examination requested by the agreed independent Arbitrator.
- In the unlikely event of a Company default Dublin Bus Drivers, through their Unions are free to respond as they deem appropriate.

## 17. Steering Group:

17.1 The Steering Group should be appointed immediately with two representatives from Management SIPTU and the NBRU. An independent Chairman should be appointed immediately. The Steering Group should also oversee the implementation of the agreement and deal with issues of implementation and interpretation as they arise.

## 18. Revenue Protection:

18.1 Revenue protection was an important issue raised by the parties. The parties confirmed to the investigation team their commitment to revenue protection. Dublin Bus also confirmed that it has one day a month set aside in Court for the prosecution of customers who use fraudulent passes or who have failed to pay a standard fare (a fine for not having the correct fare). From May to October 173 individuals were before the courts relating to fare evasion and the use of fraudulent passes.

18.2 Also Dublin Bus works closely with the Dept S&FA and has activated a campaign with drivers (commenced in June) to send any passes they have confiscated to Central. This has proven to be very effective and posters were displayed recently in Garages thanking drivers for their cooperation.

18.3 As part of the current Zero Tolerance Teams work in tackling abuse of passes, August/September saw +70 passes confiscated a month and sent to the Dept S&FA. Regular meetings take place with the Dept. S&FA in order to minimise the impact of fraudulent passes and to ensure abusers of the passes are sanctioned. A person was recently prosecuted for producing fraudulent SW Passes.

18.4 It is recognised by the investigation team that an increase in the levels of revenue protection is required and the proposals on revenue protection are welcomed. The Company confirmed to the investigation team that it is committed as per the terms of the proposal to setting up a Revenue Protection Panel and Taskforce.

### **19. Working Time Directive**

19.1 An issue arose whether the time spent travelling to a location to take charge of a bus shall be counted as a rest or a break see page 48 of the Driver CPC Manual issued by the Road Safety Authority. The company provided the following explanation of how the working time directive applies in Dublin which the Investigation team accepts:

19.2 P13.10.2 page 48 of the driver CPC manual refers to drivers who come under the scope of Regulation (EC) No 561/2006 i.e. Tachograph rules and driver hour rules. Dublin bus drivers are given a specific exemption from the EU Drivers hour's rules as follows.

- across the EU including Ireland as follows. Article 3 of EU Regulation 561/2006 states that the regulation does not apply to carriage by road by
- Vehicles used for the carriage of passengers on regular services where the route covered by the service in question does not exceed 50KM.

19.3 The above is stated in the CPC manual on page 37 under exempted for EU drivers hours regulations.

### **20. Summer Schedules revised implementation proposal**

20.1 Uncertainty surrounding the impact of summer schedules arose during discussions. The revised proposals provide a guarantee of workouts where they currently exist and a particular emphasis will be paid to providing like for like finishing times.

**Noel Dowling**

**Ultan Courtney**

**15<sup>th</sup> October 2013**

<b>Appendix 1 The Evolution of the Proposals through Negotiations and Recommendations</b>			
<b>Item</b>	<b>Current Conditions</b>	<b>Initial Proposal June 2012</b>	<b>Final Proposal October 2013</b>
<b>Basic Pay</b>		No change to basic pay	No change to current
<b>Shift Pay</b>		Must have 3 hrs difference in starting time	No change to current
<b>Income Continuance</b>		DB to withdraw contribution (50%)	No change to current
<b>Welfare</b>		Change length and rate of	No change to current

Scheme		scales	
<b>*Rest Day,</b> <b>*Overtime &amp;</b> <b>*Premium</b> <b>Payments</b>      <b>*Returns to</b> <b>current rates</b> <b>after 19 mths.</b>	Sunday 2.5 days Mon–Sat 1.5 days B. Holiday 3 days Overtime weekday 1.5 times basic  Rest day and Overtime bank holiday 3 times daily rate	2 days pay 1 days pay 2 days pay Overtime at flat rate  2 times daily rate	2 days pay 1 and a quarter days pay 2 and a quarter days pay Time and one quarter for first 2 hours and time and one half thereafter 2 and a quarter days pay. <i>Drivers who work a duty            (excluding a workout) for a            normal working day on a bank            holiday can opt for a day and a            quarter pay plus one additional            annual leave day.</i>
<b>19th Month Agreement + Guarantee</b>		Dublin Bus is committed to the full restoration of current agreed rates for Rest Days, Overtime, and Premium payment 19 months from the date of acceptance of these proposals. This is also recommended by the Labour Court.	<b>19 Month Guarantee</b> In order to reinforce and strengthen this promise the Company has agreed to submit to <b>BINDING ARBITRATION</b> in the unlikely event of its defaulting on its commitment. The company also agrees that it shall co-operate fully with any financial examination requested by the agreed Arbitrator. In the unlikely event of a Company default, Dublin Bus Drivers, through their Unions are free to respond as they deem appropriate.
<b>Incentive schemes</b>	Attendance €660 taxable bonus Safe driving €250 tax free bonus	Attendance bonus cancelled. Safe driving bonus cancelled.	€250 tax free bonus  €250 taxable bonus will stay until replaced by a gain share proposal for eco-driving.
<b>Self-Certification Sick Days</b>	7 per year, max 4 per 6 months	2 days per year. Self cert payment at flat day rate plus shift	4 per year, 2 in 6 months. Normal payments will apply
<b>Travel Time</b>		Duties that start and finish in same location will not get travel time	Current arrangements remain in place
<b>Late breaks</b>	Driver can chose to be regulated after break if he/she starts break +1 minute late	Driver must return if a minimum 45 minutes break is given Where schedules average is less than 7:38mins, late break payment won't apply until average is exceeded.	Minimum break of 50 minutes given (60 for garage based break) Only applies if less than 5 minutes late on departing for breaking journey Minimum 10 minutes overtime paid
<b>New drivers</b>	N/A	Will recruit drivers on 4 day week basis.	A maximum of seventy four-day week drivers will be

		Rate of pay will be 10% less first year, 5% less second year and will then advance to current first year scale.	employed at any one time. All junior spare drivers will move to new rota with extra Saturday off. 60 spare drivers to be temporarily marked in. Same rate of pay on a longer scale for new drivers
<b>First Use Bus Check</b>	Some garages use the duty for spare driver only, some use for all drivers.	No drivers will carry out this duty. It will be covered from Traffic Operative and Rehab categories.	Driver rota will continue in Harristown and Donnybrook. Remaining duties will be covered from Traf/Op and Rehab categories.
<b>Driver Feedback Technology</b>	N/A	This will be introduced to the fleet.	Will be introduced with 50:50 gain sharing on reduced fuel consumption as a result of driving behaviour changes. To replace safe driving award.
<b>Schedules</b>	All schedules will reflect current conditions in regard to running time and customer loading.  Schedules tribunal assesses legality of schedules.	All schedules will reflect current conditions in regard to running time and customer loading.  Schedules tribunal assesses legality of schedules.	All schedules will reflect current conditions in regard to running time and customer loading. 15 duties to be removed. Schedules tribunal to have revised terms of reference Steering group chaired by LRC Official will deal with scheduling issues: Christmas/Summer, underperforming schedules, late breaks.
<b>Summer Schedules</b>	N/A		Workout for workout guarantee Like for like finishing times
<b>Revenue protection</b>	Only Inspectors carry out this work.	Part time unit will be formed from driving grade.	Part time unit will be formed from driving grade.
<b>Pension rule 29b</b>	All service taken into account at higher pension rate if moving between schemes.	Future appointments from wages grade scheme to superannuation scheme will be on basis of future salaried grade pension	Future appointments from wages grade scheme to superannuation scheme will be on basis of future salaried grade pension.