

**QUESTIONS TO BE ASKED OF THE PRESIDENT OF THE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE ON TUESDAY 3rd FEBRUARY 2004 BY SENATOR E.P. VIBERT**

**Question 1**

- (a) Would the President inform members of the current position regarding the proposed States audit of the tender process leading up to the appointment of Connex?
- (b) Would the president confirm that the proposed audit –
  - (i) has no legal status and will simply examine correspondence between the Department and their consultants and interested parties involved at the time?
  - (ii) can only request examination of such documents and cannot investigate whether all the documents have been produced?
  - (iii) has no power to call for documents from outside parties or take any action if such parties refused to co-operate?
  - (iv) will be assisted fully by the Department no matter how long the audit process takes?
- (c) Does the Committee intend to bring a report and proposition to the States calling for a public enquiry into the tender process following the States audit?

**Answer**

- (a) The Chief Internal Auditor has carried out an audit trail, (RC4, annexe 1), of the files and paperwork at Public Services and provided by Halcrow, the Committee's consultant, relating to the bus drivers' shift allowance, for the period 1st January 2002, to 1st May, 2002. This was stage 1 of the review and covered the period during which tenders were sought. The Chief Internal Auditor has now completed her work. Stage 2, looking at the related activities up to commencement of service at the end of September, is now being put in train.
- (b) (i) The review has no formal legal basis. However, it has been conducted by the Chief Internal Auditor who also has a duty by direction of the Treasurer of the States, (see Article 10, Public Finance (Administration) (Jersey) Law 1967), to audit the accounts of every Committee and Department of the States of Jersey. The review was considered to be an expeditious and costeffective method of performing an investigation which would address the specific issue raised. It has been undertaken in respect of specific terms of reference, (RC4, annexe 2).
  - (ii) The Department and the Consultants have co-operated fully. The Department has made available all files related to the bus strategy and the Consultants have provided copies of all their relevant documents.
  - (iii) I confirm this is the case but such powers are not expected to be required.
  - (iv) I confirm this is the case.
- (c) I believe a Committee of Inquiry into the whole tender process will be extremely time consuming and might not be the most appropriate approach. The Committee met yesterday to discuss the options and is consulting its legal advisers to determine the most appropriate form of inquiry. It will be greatly influenced by the outcome of Stage 2 of the investigation into the related activities, following the tender process, up to the commencement of service at the end of September 2002.

## Question 2

- (a) Will the President confirm the following extracts from a letter he sent to the Finance and Economics Committee on 19th May 2003 –
- (i) ‘after tenders were received and the contract was awarded to Connex, it came to light that the TGWU had negotiated a substantial increase with Jersey Bus in the form of a shift allowance of £72 per week in addition to a cost of living increase’;
  - (ii) ‘at no time during the tender process up to the award of the contract did the TGWU advise the States, its consultants or all of the tenderers that such a substantial claim had been submitted’;
  - (iii) the Committee was ‘outraged at the conniving that appears to have taken place between the TGWU and Jersey Bus, in particular the complete silence from the TGWU during the tendering process on the extent of the wage claim’.
- (b) Would the President inform members whether the Committee’s consultants, Halcrow, exchanged correspondence with Jersey Bus in advance of the tender process outlining the TGWU claim in full, and, if so, whether this information was passed on to all tenderers?
- (c) Would the President agree that what was stated in the letter to the Finance and Economics Committee, as indicated by him in answer to questions on 9th December 2003, was misleading, and will he provide an apology to the owners of Jersey Bus, its executives and officials of the TGWU?

## Answer

- (a) I confirm that (i) to (iii) are extracts from a letter dated 19th May 2003, from myself to the President of the Finance and Economics Committee, a copy of which letter was provided to Senator Vibert on 6th January 2004, (RC4, annexe 3).
- (b) The Consultants did indeed receive a copy of the TGWU’s claim, dated 6th February 2002, by fax sent by Jersey Bus, (RC4, annexe 4), on 12th February 2002. This was 4 days after the original date notified for issuing new tender information of 8th February 2002. The audit has confirmed that a copy of the claim letter dated 6th February 2002, faxed by Jersey Bus on 12th February 2002, was passed by the Consultants to and received by all tenderers as an attachment to Bulletin Number 2. However, the audit has also confirmed that there is no evidence of any fax, letter, e-mail or other method of correspondence regarding the shift allowance being received by the Department during the tender period.
- (c) In light of the information that is now available, particularly the Jersey Bus fax of 12th February 2002, which only came to my attention on 11th December 2003, I accept that extract (a)(iii), above, in retrospect is not correct. I have written letters to the owners and directors of Jersey Bus and the TGWU apologising for any unnecessary distress that these comments may have caused.

## Question 3

Would the President inform members whether an officer of the Department attended a meeting with representatives of Halcrow and Jersey Bus on 28th February 2003, at which the claim for a shift allowance/pay award was discussed?

## Answer

The Consultants arranged a meeting with representatives of Jersey Bus to clarify aspects of the operator’s tender. This was one of a series of meetings with all five bidding organisations which, with the exception of the Jersey Bus meeting, took place in the UK. The Director of Traffic and Transportation attended this meeting, with the Consultants’ representative. The records of the meeting do not contain any specific details of the pay claim particularly any explicit claim for a £72 per week shift allowance, and it appears it was not expressly discussed.

#### Question 4

- (a) When the Committee decided in May 2003, to pay an additional £187,000 to Connex on the grounds that it was not aware that Jersey Bus had entered into a shift allowance/pay award agreement with the Union, did it seek the advice of its consultants, Halcrow, and, if not, could he explain the reasons why? If Halcrow's advice was sought, would the President inform members what that advice was?
- (b) Would the President inform members whether the Committee –
- (i) was aware that Connex had stated in its tender that “wage costs included the payment in full of the 2002 wage award”?
  - (ii) was aware that the tender document made it very clear that it was up to the tenderers to ensure that the information they were given was accurate and that “no claim from the contractor for additional payment will be allowed on the grounds of misinterpretation of any matters related to the contract documents on which the contractor could reasonably have satisfied itself?
  - (iii) sought legal advice on whether or not Connex had any legal right to the £187,000 extra paid to it?

#### Answer

- (a) The Committee did seek the Consultants' advice. The Consultants' advice in April 2003, was that it would be reasonable for the States to meet the claim.
- (b) (i) Connex's tender has a statement that has a similar meaning to that stated by the Senator, but not as quoted by him. I cannot confirm that all the members who have received the documentation were aware of the statement.
- (ii) As in (i), I cannot confirm that all members were aware of this clause. Nevertheless, this is a standard type of clause in conditions of contract. However, in compliance with the wishes of the States when it approved the Bus Strategy, it was expected at the outset of the tendering process that the successful operator would be working in partnership with the States.
- (iii) The Committee has received legal and technical advice in respect of the matter set out in the question posed. In light of recent disclosures, the Committee has revisited the issue and yesterday received further advice in relation to the legal position on the basis of the facts presently available. In Jersey, as in other jurisdictions, it is convention that Law Officers' advice is not released.

#### Question 5

Would the President confirm whether the tenders submitted by Connex and Jersey Bus both included the same provision for relief buses and payment of the shift allowance/pay award, and, if not, whether any difference was recognised during the tender process and whether any action will now be taken?

#### Answer

As Jersey Bus was the only organisation that had all the information on passenger demand throughout the year, only Jersey Bus could accurately provide for relief buses in its tender. Other tenderers, including Connex, could only use the information available, observation, investigation and their experience to estimate the level of provision. However, both these operators indicated using similar numbers of vehicles and, within the bounds of tendering, the Consultants were satisfied that similar provision was made. It is not normal in a tender process for bidders to submit detailed breakdowns and calculations of their bids so it is not possible without obtaining these original verified calculations to confirm that both operators included the same wage rates, hours and other allowances. I have confirmed with Halcrow that the Consultants sought to ensure that all bidders had submitted reasonable compliant tenders. In its confidential report on tenders, the Consultants drew attention to significant

variations in submissions from tenderers. It is my conclusion that the tender process was fair and comprehensive. Recent information will require the present Committee to investigate certain post-tender matters further.

### **Question 6**

Would the President inform members of the amount paid by the Committee to transport consultants Halcrow in the years 2001, 2002, 2003 and 2004, and whether the level of service received from this company during the tendering process was in accordance with the agreed terms and conditions?

### **Answer**

Fees and expenses paid to Halcrow were as follows –

2001	£5,000
2002	£60,274.67
2003	£12,041.97
2004	nil to date

The services provided by the Consultants are in accordance with the proposal submitted by them in July 2001. Given the problems of administering the bus tender due to the lack of information from the previous operator that would normally have been available to bidders, in the opinion of those directly involved, the Consultants performed well during the tender period and up to commencement of the contract.

### **Question 7**

Would the President confirm that the bus service from Elizabeth Terminal to St. Helier, which operated from 1st June until 30th September 2003, carried only 8,690 passengers at a cost of £43,000, which works out at £5 per passenger, and would he advise members –

- (a) the basis for the decision to run this service?
- (b) why it was allowed to run so long making such heavy losses?
- (c) whether a demand study was run before putting the service in place?

### **Answer**

The Harbour service operated from 1st June to 31st August 2003, and carried 8,690 passengers at a cost of £43,023.

- (a) The decision followed a specific request from Jersey Harbours, an agreement to share a proportion of any losses by the Harbours and Airport Committee and followed longstanding calls from the Parish of St. Helier, Centre Ville and the Bus Users Forum. It was considered opportune to provide a service that would serve new housing at Albert Walk and the new Waterfront development. It also presented an opportunity to encourage ferry passengers onto the Connex network.
- (b) The service was experimental and reviewed several times by the Committee. Cancellation met with resistance from Jersey Harbours and other interested parties. There are at least five services operated on the current scheduled network that have a higher cost per passenger.
- (c) The service was agreed on the basis of passenger figures supplied by Jersey Harbours, and assessed likely demand from the Waterfront complex and residents of Albert Walk. In the event, Albert Walk occupation was delayed and the Aquasplash was completed later than expected.

A new ferry service from Normandy was expected, but the operators of the service suffered a significant delay in delivery and licensing of the vessels.

## Question 8

Would the President –

- (a) confirm that the Public Services Department provided facilities at the PSD's Bellozanne Workshops for the checking and preparation of Connex buses when they arrived in the Island last year, prior to their inspection by Driver and Vehicle Standards, and prior to awarding each bus its licence to operate on Island roads?
- (b) confirm that Connex received engineering and mechanical assistance by the Department in the absence of their own being in place initially, and, if so, whether this had any implications for the work and staff commitments of the Department?
- (c) inform members of the cost, to the States, if any, of –
  - (i) the assistance provided;
  - (ii) the bus equipment at La Collette garage;
  - (iii) fitting out No. 6 Gossett Chambers to provide offices for Connex at the Weighbridge; and,
  - (iv) employing a private company to administer the bus pass scheme for pensioners and Health Insurance Exemption holders?

## Answer

- (a) Yes, I so confirm. Construction had been delayed on the new bus garage at La Collette. In the interim, the most practical cost-effective option was to provide short-term facilities, at Bellozanne, until such time as the facility at La Collette was ready for occupation.
- (b) Assistance from the Department's staff was paid for by Connex and, in the main, the work was undertaken principally outside normal working hours with no effect on the existing commitments of the Department.
- (c) (i) Nil.  
(ii) Nil.  
(iii) The cost of making Gosset Chambers habitable was £62,839. Until such time as the facilities are available in the new Transportation Centre, the Committee is obliged to provide accommodation at the Weighbridge for public information, a crew room, lost property and site supervisor.  
(iv) The cost to the previous Committee of a private company administering the first issue of concessionary passes was:

Administration costs	£35,874
Publicity	£11,402
Specialist printing costs and to set up the concessionary system to accommodate Smartcard operation	£9,052

It was a necessary cost because the previous operator had no database of pass-holders to hand over. So, to ensure that concessionary travel could continue for eligible residents, it was necessary to develop a completely new system. Staff costs associated with the distribution of passes at Parish Halls and sorting the remainder for posting were borne by Connex.

## Question 9

Will the President confirm –

- (a) that the gap between fare revenue and operating costs for 2003 totalled £2,482,045 and that this figure includes the fuel rebate plus all the items listed in the previous question, and , if not, what the final figure is?
- (b) that in 2001, Jersey Bus operated an almost identical service for a cost to the taxpayer of £710,000?
- (c) whether the Committee will be reviewing whether the Connex service represents value for money?

### Answer

- (a) I confirm that the £2,482,045 quoted in Figure 1 in RC 53/2003, (RC4 annexe 5), consists of –

Basic annual contract payment	£4,341,593
Claim for additional wages	£186,802
Vehicle Registration Duty	£27,500
Provision of Harbour Service	£43,023
Total	£4,598,918
Fare Income	(£2,116,873)
Net subsidy to passenger network	£2,482,045

The amount of fuel duty rebate for the period was £158,000. This is an amount forgone by the States.

The amounts of £62,839 for refurbishing Gosset Chambers and £56,328 for administering the new concessionary passes are one-off costs that would have been incurred no matter who was the operator.

Taking all the figures together as requested produces a total of £2,759,212.

- (b) No. In 2001, Jersey Bus provided a significantly reduced service with buses withdrawn on routes 2c, 6, 7a 7b, 8b, 19, 20, 21 and 22 and using vehicles with an average fleet age of 12 years. Jersey Bus also intended to cut route 4 but continued to run it when the Parish of Trinity agreed to underwrite the service. Figure 3 of RC 53/2003, (RC4, annexe 6), provides a much more like for like comparison.
- (c) The assessment of value for money was made at the tender appraisal where the Connex bid was considered to be the best value on a number of criteria of which cost was only one. Figure 4a of RC53/2003, (RC4, annexe 7), confirms that the public bus network in Jersey, is provided with a relatively low level of subsidy compared to other places in Britain. The Committee will continue to review and assess the operation of the Connex service in the light of more recent information.

## Question 10

- (a) Will the President confirm that he was present at a meeting with the Finance and Economics Committee on 12th March 2001, in his capacity as a member of the Jersey Bus Strategy Steering Group, and that, at that time, it was estimated that fare revenue for the Island bus service was £3 million and that the new service would require £1,350,000 of public funding subsidy?
- (b) In view of the fact that the Bus Report presented to the States on 9th December 2003, states that the estimate for fare revenue was £2,500,000, would the President explain the discrepancy that exists between these two figures?

### Answer

- (a) No. I was present a year later.

As explained throughout last year, the Committee was inhibited in forecasting fare revenue by the absence of hard up-to-date data. Therefore, those attending that meeting could only deal with the following estimates-

Amount to be paid to operator		£4,350,000
Estimated income to Committee		
From fares	£2,500,000	
From cash limits	£460,000	
	£2,960,000	(£3,000,000)
Estimated subsidy required		£1,350,000

- (b) The estimate of fare income for 2002-03, based on 1993 figures provided by Jersey Bus a number of years ago, increased for inflation and then reduced to account for the drop in visitors over the intervening period, amounted to approximately £2.5 million as shown.

Other information supplied by Jersey Bus, in 1998, has indicated that over 3 million passengers were carried by Jersey Bus, each year.

Assuming an average fare of £1 per trip, again would indicate that overall income, including concessionary travel, would be of the order of £3million.

#### **Question 11**

Would the President confirm that the proposed cuts to the bus service are as a direct result of the need for Connex to recoup the £187,000 in this year's operation?

#### **Answer**

The operator when appointed was expected, after the first year's operation, to suggest improvements to the network that would maximise the revenue collected, create more flexible timetables, a more integrated system of routes and reduce the overall level of subsidy. These were the broad objectives of the proposals submitted by the operator in November last year.

#### **Question 12**

- (i) Would the President inform members whether, after a year of operation, the level of relief buses to meet the tender requirements has now been quantified, and, if so, whether they will be provided both in the winter and summer from now on at no further cost to the taxpayer?
- (ii) Would the President inform members –
- (a) of the level of relief buses required?
  - (b) the number of drivers' hours per week? and,
  - (c) of the total cost per week during the winter and summer timetables?

#### **Answer**

- (i) Connex have provided the relief services that experience has dictated are necessary in the first year of the contract, and remain able to show flexibility if demand were to alter. Relief services are not a further cost to the taxpayer over and above normal contract payments.
- (ii) The operational details of what is required are the responsibility of Connex and are not of specific concern to my Committee unless there is concern from the travelling public. Consequently the information requested by

Senator Vibert is not readily available to me and would in any case likely be considered by the operator as commercially sensitive and confidential.

### Question 13

Would the President inform members whether any public funds have been used in purchasing buses for Connex or whether any arrangements have been entered into to assist Connex in the purchase of its vehicles?

### Answer

Other than the normal contractual payments to Connex for providing the bus service, which clearly includes provision of suitable vehicles, no further public funds have been used to purchase buses or assist Connex in purchasing vehicles.

### Question 14

Would the President inform members –

- (a) whether the bus contract between the Committee and Connex was not signed until December 2002, even though the service began in September 2002, and, if so, the reasons for this? and,
- (b) why the Committee accepted Connex's claim that it did not know about the shift/pay allowance at the time the contract was signed given that the Committee's Bus Report presented to the States on 9th December 2003, clearly stated that this was in fact known in May 2002?

### Answer

- (a) The following table provides the milestone dates.

1st May 2002	Connex advised it was preferred operator.
10th June 2002	Letter of Intent issued to Connex.
18th September 2002	Omnibus Service Licences signed by Greffier and issued to Connex.
29th September 2002	Connex begin as operator
2nd October 2002	Contract formally signed. (RC4, annexe 8)
12th December 2002	Bound contract document signed. (All appendices now bound together with Conditions of Contract.

- (b) Connex received a letter from Jersey Bus on 27th June 2002, (RC4, annexe 9), containing details of the wage agreement and the additional shift allowance, between Jersey Bus and its drivers. The previous Committee believed that the shift allowance had been agreed after Connex was selected as preferred operator on 1st May 2002. The terms of the agreement were confirmed when Connex received the letter from Jersey Bus on 27th June 2002.

### Question 15

Would the President inform members whether any changes were made to the 'conditions of tender' document when they were incorporated into the final contract with Connex, and, if so, what these were, who initiated them, and why they were made?

### Answer



There is no 'conditions of tender' document. I assume that the Senator is referring to the Conditions of Contract that were issued as a part of the tender documents, revised during the tender period and subject to some minor clarifications and incorporation of appendices prior to being signed on 2nd October.

The initiative to revise the Conditions of Contract was made by the operator's legal representatives and agreed by the Law Officers Department. However, there is no fundamental difference between the conditions at tender and at signing. The differences are listed in the following table.

<b>Condition of Contract at Tender</b>	<b>Condition of Contract (signed)</b>	<b>Differences</b>
1 Definitions	1 Definitions and Interpretation	Expanded to cater for known matters and making Committee the authority.
2 Special conditions	-	No special conditions were attached so omitted.
3 Contractor to inform himself fully	2 Contractor to inform itself fully.	
4 Insurance Injury and Damage	3 Insurance Injury and Damage	
5 Compliance with Law	4 Compliance with Law	Additional clause in respect of a Specific Change in Law (expert determination).
6 Prevention of Corruption	5 Prevention of Corruption	
7 Notices	6 Notices	
8 Power to engage in default	7 Power to engage in default	
9 Payments and claims for payment	8 Payments and claims for payment	Schedule of payments agreed and Annual Price Review procedure agreed and incorporated.
10 Duration of Contract	9 Duration of Contract	Determination of the Contract aspect incorporated in Contract section 16.
11 Contract operation	10 Contract operation	
12 Credit	11 Credit	
13 Written warnings	12 Written warnings	More detailed explanation.
14 Breach of Contract, Insolvency	13 Breach of Contract, Insolvency	Breach of contract applies to either party.
15 Provision of service	14 Provision of Service	
16 States Regulations	15 States Regulations	
17 Contract	16 Contract	More detailed procedure for variations to the Contract (16.2). In Determination of Contract section, insufficient finance, failure to agree contract modification and changes to specification, removed as now covered by variations section. Clause in respect of strikes added.
	17 Property documentation	Originally covered in other parts of tender documents. Clauses refer to provision of bus garage, etc.
	18 Consequences of Termination	Clauses incorporated following experience gathered during tender process.
18 Service requirements	19 Service requirements	
19 Vehicle features	20 Vehicle features	
20 Performance	21 Performance	Penalty points would not apply at the outset due to restrictions on operations.
21 Disputes	22 Disputes	
	23 Confidentiality	added
	24 Undertaking	added
	25 Governing law	added

## Question 16

Would the President inform members whether the cut in services, as detailed in the Committee's Bus Report presented to the States on 9th December 2003, was as a result of passenger demand and, therefore, unrelated to the £187,000 shortfall experienced by Connex as a result of the shift/pay allowance?

**Answer**

No cuts were detailed in RC 53/2003. 1.7 of the report, (RC4, annexe 10), outlined that revisions had been proposed by Connex resulting from the experience gained, passenger surveys and other data collected. I have explained the rationale behind the proposals in my answer to question 11.

**Question 17**

Would the President inform members of the basis of calculation of the £400,000 estimated loss of revenue to the States incurred as a result of the Easy Link network, as detailed in the Committee's Bus Report presented to the States on 9th December 2003?

**Answer**

I believe that figures 2a and 2b in RC 53, (RC4, annexe 11), provide the information that the Senator requires.

**Question 18**

- (a) Would the President inform members whether some school children who were previously taken to school on a dedicated school bus service are now having to rely on scheduled services, and, if so, would he advise –
- (i) how many children are affected by this cut to the school bus service?
  - (ii) whether the children are being taken to the school or being dropped off at the nearest bus stop?
  - (iii) whether some of the children have to catch more than one bus to get to school?
  - (iv) whether some of the children have to catch buses earlier?
  - (v) whether some of the children get to school late?
- (b) Would the President advise members whether the decision to effect this change was purely a cost-cutting exercise rather than to improve the school bus service?

**Answer**

- (a) Where practicable, the dedicated school bus service is being amalgamated in stages with the scheduled bus services. This process began in September 2002 when dedicated services for the Mont Millais and Wellington Road Colleges, to and from St. Martin, were withdrawn in favour of scheduled services. Two Le Rocquier dedicated services were withdrawn at the same time and students transferred to suitable scheduled services.
- (i) Approximately 225 students now use scheduled services for travel to school in the morning and many more use, and always have used, scheduled services to travel home following after-school activities. In the first year of the Connex contract more than 13,000 student journeys were made on scheduled services without complaint.
  - (ii) With the exception of one morning service to Les Quennevais School, students are being dropped off at the same place on school premises as the previous services on the grounds of road safety. It is unsuitable for scheduled services to access Les Quennevais School direct, therefore the

students are being dropped as close as possible, which necessitates a short walk.

- (iii) Some students need to change buses on their way to and from school, predominantly at the Weighbridge.
  - (iv) Because of differences in routings between the school bus routes and the scheduled bus routes, I can confirm that some students catch buses earlier than before. Similarly, some students now catch buses later than before. Invariably, services are no more than 13 minutes earlier or later than previously.
  - (v) All of the services, whether scheduled or dedicated school buses, are designed to ensure that students arrive at school on time. Some buses, either scheduled or dedicated school buses are late on occasions depending on traffic conditions.
- (b) The changes result from a conscious decision of the previous and current Committee to enable the States to provide, through the two operators, the most economic, efficient, effective and above all safe and timely service. In our view that provides best value for the States and the taxpayer while providing safe, convenient travel for the students.

MFD/ASM/sc/35/9

2<sup>nd</sup> February 2004

C Lewis Esq  
Jerseybus  
2/4 Caledonia Place  
St Helier  
JE2 3NG

Dear Mr. Lewis

**Letter from President of Environment and Public Services Committee to the President of Finance and Economics - 19<sup>th</sup> May 2003**

I refer to the above letter, RC 53/2003 the Annual Report on Public Bus Transport and various articles in December in the media referring to these documents.

Information has come to light which makes it clear that, on 12<sup>th</sup> February 2002, Jersey Bus provided to the Committee's retained consultants, details of the wage claim together with a claim for a £72 per week shift allowance, submitted by the TGWU on 6<sup>th</sup> February 2002, prior to final tenders being submitted. This information was not available to me at the point when I wrote the letter dated 19<sup>th</sup> May 2003, or when I presented the Annual Report on Public Bus Transport to the States on 9<sup>th</sup> December 2003.

I am pleased to correct any misunderstanding that may have arisen on this point and apologise for any resulting distress I have caused you and the other owners of Jersey Bus.

Yours sincerely

Maurice F Dubras  
President of the Environment and Public Services Committee

Cc: Bailhache Labesse

Deputy Maurice Dubras - President    Deputy Jacqueline Hilton Vice President  
Deputy Robert Duhamel    Deputy Terry Le Main    Connétable Daniel Murphy    Deputy Michael Taylor    Connétable Philip Ozouf

MFD/ASM/sc/35/9

2<sup>nd</sup> February 2004

M Cotillard Esq  
Director  
Jerseybus  
2/4 Caledonia Place  
St Helier  
JE2 3NG

Dear Mr. Cotillard

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I am pleased to correct any misunderstanding that may have arisen on this point and apologise for any resulting distress I have caused you and your fellow Directors.

Yours sincerely

Maurice F Dubras  
President of the Environment and Public Services Committee

Cc: Bailhache Labesse

MFD/ASM/sc/35/9

2<sup>nd</sup> February 2004

N Corbel Esq  
Regional Industrial Organiser  
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District Office  
66 New Street  
St Helier  
JE2 3TE

Dear Mr. Corbel

**Letter from President of Environment and Public Services Committee to the President of Finance and Economics - 19<sup>th</sup> May 2003**

I refer to the above letter, RC 53/2003 the Annual Report on Public Bus Transport and various articles in December in the media referring to these documents.

Information has come to light which makes it clear that Jersey Bus provided to the Committee's retained consultants, details of your Union's wage claim, together with a claim for a £72 per week shift allowance, submitted to Jersey Bus on 6<sup>th</sup> February 2002, prior to final tenders being submitted. This information was not available to me at the point when I wrote the letter dated 19<sup>th</sup> May 2003, or when I presented the Annual Report on Public Bus Transport to the States on 9<sup>th</sup> December 2003.

I am pleased to correct any misunderstanding that may have arisen on this point and apologise for any resulting distress I have caused you and your members.

Yours sincerely

Maurice F Dubras  
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