

2.6 Deputy G.P. Southern of St. Helier of the Minister for Transport and Technical Services regarding the tender process for the transfer of the bus contract to CT Plus:

In dealing with the tender process for the transfer of the bus contract to CT Plus, did the Minister adhere to the conditions laid down by the Environment and Public Services Committee in their response of 30th August 2005 to Recommendation 4 of the Committee of Inquiry into the tender process and award of the Bus Service Contract back then?

Deputy K.C. Lewis (The Minister for Transport and Technical Services):

Full details of the relevant provisions are set out in my response to Deputy Southern's written question 7151 tabled today. It can be seen from that response that the tender specifications fully met the requirements laid down. My officers are now employing their endeavours to facilitate the transfer of staff so that continuity of service for future statutory redundancy, unfair dismissal and notice purposes are protected. Key contractual terms and conditions will be mirrored or enhanced. The work is ongoing. Given the agreement reached at the mediation meeting on 10th October 2012, it would not be appropriate for me to go into further details about matters which the relevant parties are now addressing together.

2.6.1 Deputy G.P. Southern:

Could the Minister explain why, in his extensive documentation, whereas under point 6 it says: "We will not change any of the staff terms and conditions we have been made aware of in the first stage of tender documents for the first 9 months of the contract." How does that match with point 10: "The transfer would be on the basis of new terms and conditions in order to ensure that the present needs of Islanders were met." What were these new conditions and what were the needs of Islanders that needed them to be changed?

Deputy K.C. Lewis:

Clause 18.3 predates the Employment (Jersey) Law 2003. Therefore, it is understood that any interpretation of taken on and transfer implied by that law cannot be applied to the clause. CT Plus will recognise the continuity of service of all eligible employees that transfer for future statutory redundancy and dismissal purposes. The base contractual terms and conditions will be preserved such that basic pay and hours will remain the same as at the point of tender. Interviews for staff are not required and probationary periods will not apply. The process has been frustrated by difficulties in communication with staff and the lack of some employment information. Mediation agreement has been reached and this is confidential to the parties. This is a dynamic situation at the moment. Progress is being made to providing the Island with the modern bus service it deserves.

2.6.2 Deputy G.P. Southern:

The Minister appears to have contradicted himself within a 5-minute period. He said earlier that transfer of staff with service provisions was ongoing and then he said that it has all been settled. Which is the case?

Deputy K.C. Lewis:

It is in the process of being settled now. The meetings are ongoing.

2.6.3 Deputy R.G. Le Hérissier:

Would the Minister confirm that some of the conditions, in fact, were informal working arrangements and that he was faced with a considerable conundrum in the sense that it appeared a lot of staff or some staff were working hours considerably in excess of what Health and Safety required and what, for example, is cited on the national website of the union Unite? Would he not accept that he inherited a very messy situation and that some of these arrangements were informal and that they were not formal conditions in terms of work?

Deputy K.C. Lewis:

I would agree with the Deputy wholeheartedly.

2.6.4 Deputy G.P. Southern:

Using the Minister's own words, what responsibility does the Minister accept for his failure to learn from the trials and tribulations of the previous contract change and to address and minimise the risks associated with the transfer process this time? There was seemingly a failure. Here we are a fortnight on from the 10th October meeting and we have had a strike. Surely the Minister must agree that he has not succeeded in minimising risks.

Deputy K.C. Lewis:

Under the circumstances, I think things have gone very well. Great play has been made of clause 18.3 on the expiry of the contract or early termination, I will not go through the whole thing, but is taken over on existing terms. But the proviso is: "Provided always that the contractor shall fully co-operate with both the committee and the incoming service provider by providing them both with such employee information as is reasonably necessary for the committee to compile any tender documentation and for bidders properly to price their bids." That was very slow in forthcoming. There was a document I have here from Deputy Southern as of several weeks ago which is... I believe it could be one of the driver's documentations. Employee name redacted, address redacted, salary redacted, pensions redacted. This was insufficient information for the bid to be compiled. This is why we have the problems now. This is why it is all being sorted out and while I am on my feet, I would like to thank J.A.C.S. (Jersey Advisory and Conciliation Service) for facilitating the move forward. **[Approbation]**