Dublin Bus/NBRU/SIPTU

Transformational Agreement 2021/2024

Bus Drivers

Facilitated/Conciliated by the Workplace Relations Commission

WRC
An Coimisiún um Chaidreamh san Áit Oibre
Workplace Relations Commission

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Case No: C-165896-21
Parties in Dispute: Dublin Bus/NBRU & SIPTU
Issues at Facilitation/Conciliation: Transformational Agreement

Following extensive facilitation/conciliation between the parties under the auspices of the Workplace Relations Commission I am making the following proposals on the basis that both parties have committed to recommend their acceptance by virtue of meeting the;

(1) Stated objective of the Trade Unions in seeking to establish an equalisation in Pay Rates with similar Transport Modes

&

(2) Gives Dublin Bus an opportunity to better align competitiveness to the Company's longstanding Customer Service quality as a basis for continued investment in Dublin Bus.

New Transformational Agreement

Over the past number of months and against a backdrop of the imminent implementation of Bus Connects (acknowledged by all as an important and welcome €2billion investment in Dublin's public transport network) as well as the 2024 end date of the current 5 year contract, the parties have engaged intensively both at local level and under the auspices of the Commission with the common aim of ensuring that Dublin Bus is fit for purpose in an everchanging and demanding operating environment and is in a strong as possible a position to be the contractor of choice in 2024 and beyond. In that context a new operating model for Bus Drivers is being proposed the specific details of which are set out in the main Transformational Agreement Document.

Pay Proposal (incorporating industry efficiency norms).

Both parties accept that exchequer support has, alongside the commitment of its Bus drivers, enabled Dublin Bus to provide an exemplary service throughout the unprecedented Covid-19 Pandemic.

Furthermore, both parties accept that the economic environment is going through a period of volatility, as a direct consequence of the Global Pandemic. This has created a situation which has seen many Sectors experiencing Job losses and an uncertain future.

Consequently, the backdrop to these Facilitated discussions, similar to the (relatively) recently completed Public Sector Pay Document; '**Building Momentum**' has presented a number of challenges to both parties.

Pay

The commencement date of the new Pay Round (with supplemented efficiencies) will be the 1st July 2020 and will incorporate the following:

1% lead in payment to cover the retrospective period of 01/07/2019 to 30/06 2020

- 1% effective from 01/07/2020
- 1% effective from 01/07/2021
- 1.5% effective from 01/09/2021 based on verified savings post implementation of agreement.
- 1.5% effective from 01/01/2022 based on verified savings post implementation of agreement
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Alignment of Pay with Industry Wide Composite Rates

Effective from the citywide implementation of route blocking (October 2021) driver pay will be adapted to a composite rate of pay incorporating shift pay/Sunday premium/Public Holiday for qualifying drivers, i.e. 5/7, thereby setting an effective Composite Rate of €23.50 per hour, equating to a Weekly 39hr Rate of € 916.34

The effective Composite Rate for Monday/Friday/Saturday (non-premium) on implementation of Route Blocking (October 2021) will €21.59 per equating to a weekly 39hr rate of €841.93. **Appendix 4** main document detailed pay scales.

A joint company Trade Union Verification/Oversight committee will be established to monitor delivery of efficiency pay elements of this agreement.

Efficiency pay elements will only be paid when the savings are achieved and are verified as such by the Verification/Oversight committee.

If efficiency supported savings are achieved in advance of the dates indicated above, those efficiency supported payments may be brought forward, subject to verification, on dates to be agreed by the Verification/Oversight committee.

Pay agreement will expire on 30/06/2025. Discussions on a replacement agreement will commence no later than 6 months prior to expiry of agreement.

All elements of this agreement, inclusive of operational elements, will be jointly monitored and reviewed at 6 monthly intervals until expiry of agreement.

In the event of the proposals being rejected by any party they will be deemed to be withdrawn and without status.

Aoibheann Ní Shúilleabháin
Deputy Director of Conciliation
20 November, 2017

Background:

Dublin Bus is embarking on a journey of organisational transformation. The company is changing to ensure competitiveness in a new operating environment and to secure the right business outcomes for the future of Dublin Bus. There are new pressures, new challenges, systems, processes, strategies, and operations in place that are working today but an organisational transformation is needed if Dublin Bus is to stay ahead of the pace of change, and to be proactive in dealing with a new operating environment. Activities and objectives need to be aligned with a renewed focus on the skills and competencies necessary to win and manage tenders. Dublin Bus needs to execute this transformation to ensure our business is fit for purpose and in the strongest position possible to respond to a potentially fully tendered market in 2024.

Bus Connects:

Bus Connects is an investment of €2 billion Euro in Public Transport. Dublin Bus based on our reputation have, and will continue to, play a major role in both the development and delivery of this programme.

The new bus network plan is the final version resulting from previous redesign proposals and with consideration given to issues raised by 72,000 submissions, following three rounds of public consultation which we played an active role in.

Dublin Bus and the Trade Union Group (TUG) welcome this significant investment in bus services and public transport which the citizens and city of Dublin will benefit hugely from. Investing in urban bus services not only provides customers with access to high quality services, but it also does so in a way that represents value for money for the taxpayer. As we seek to renew our city and economy, the new bus network plan provides us with the opportunity to deliver high quality, flexible public transport services that meet the many needs of a growing, vibrant city.

Benefits of the new network include:

- An overall increase of 23% in bus services
- Increased evening and weekend services with the most frequent routes operating every 15 minutes.
- Increased capacity at peak travel times
- A number of routes will operate 24 hours per day.

- A more easily understood city network.
- Better access to bus services for customers
- New connections to schools, hospitals, and other essential services

Dublin Bus played a key role in delivering and advising the NTA in developing this exciting programme of change and investment. It is also acknowledged that our Trade Unions played a significant role during the Bus Connects public consultative phases. Bus Connects is a vote of confidence in us as a public transport provider and represents a huge opportunity for us. It will be challenging, but we are fully committed to delivering this programme of investment for our customers, our city, and our business.

The NTA have also committed to ensure there is significant investment in adequate toilet and sanitary facilities at bus termini locations as part of the overall roll out of the bus connects programme.

The Trade Unions and Dublin Bus are currently working with the NTA and relevant stakeholders to ensure such facilities are put in place as soon as possible.

As such an internal joint working group will be formed to conduct a full route by route analysis of the service network to identify locations where facilities are required taking into consideration the new bus network.

Current PSO Contract:

Introduction:

- New PSO Contract is a very positive step for Dublin Bus.
- Key challenges but key opportunities
- New contract will impact everyone in Dublin Bus as we deliver the new requirements of the contract.

Background:

- 5-year Contract: 1 Dec 2019 – 30 November 2024
- Gross Cost Contract from 1 January 2021
- Penalty clauses for below target performance.
- Bonus payments for exceeding agreed targets.
- Share in returns from any cost efficiency measures delivered.
- NTA have been clear, this contract is all about the service delivery to the customer.

Contract arrangements:

- In the event that a route or routes fail to meet the targets in 7 of 13 reporting periods in any 12-month period, the NTA may specify those routes for competitive tendering and may remove these routes from the Contract.
- Where Dublin Bus fails to implement the approved service changes within 12 months of approval by the NTA, the Authority may specify those services for competitive tendering and may remove related services from the Contract.

What we need to do:

- Responsible – fulfilling and exceeding our contract and public service obligations and how we manage our business.
- Caring – proud of our employees and their work– we are taking the steps now to protect the future of Dublin Bus.
- Inclusive – working with our employees, Trade Unions, and stakeholders to ensure the best path forward for the company.
- Progressive – Dublin Bus is in a strong position and experiencing strong growth, however, we cannot afford to stand still. We must

position the business to compete in an increasingly competitive environment.

- Ambitious – about the future of our company and the city
- Expert – Ireland's leading public transport provider with a proven record of delivering for our customers.

A singularly important requirement for all parties is the common goal of visibly improved, enhanced, and sustained Bus services to all Dublin Bus customers. To that end, the delivery of an efficient, reliable, and uninterrupted service offering is the cornerstone of this proposal.

These will be delivered as and when required to meet customer demand and furthermore, in line with service enhancements.

They include:

- 24-hour Bus Services
- Bus Connects
- Additional NTA Contracted Services

The Trade Unions accept the premise that their aspiration for a model of earnings that compares with those which apply in stated comparator transport providers, and/or additional benefits can only be achieved in the context of delivering efficiencies in-line with industry norms.

This document sets out the principles by which all employees, Bus driver's managers and supervisors will ensure that they personally act in such a way to support this Transformational Change Agreement and is a statement of the commitment of all those involved in the agreement. Accordingly, any subsequent improvement in pay and conditions of employment of Bus Drivers, other than general pay increases agreed with TUG, will be funded by agreed efficiencies which will realise a realignment in payroll costs.

The proposal also sets out the growing need to deliver and build on all elements and aspects of current agreements, inclusive of the September 29th, 2016, Labour Relations Commission Pay arrangement and are **being presented as a set of Proposals negotiated by both Trade Unions, solely on behalf of its collective membership.**

1. Dublin Bus, NBRU and SIPTU will work together towards the delivery of a Standard Composite Pay supported 39 Hour Week for all Bus drivers.

2. An increased level of efficiency in Bus driver deployment is to be accepted as a priority in facilitating the implementation of the Standard Composite Pay supported 39 Hour Rostered Working Week and any efficiency supported improvements in pay and conditions.

3. All Bus Drivers will be deployed in accordance with the parameters set out in the following document (inclusive of current agreements) in a manner that optimises driving time.

4. Bus drivers will guarantee service adjustments on scheduled dates as they arise. This entails the acceptance of revised Bus driver deployment arrangements in line with the agreed scheduling parameters, inclusive of Route Blocking and the attached Scheduling Arrangements.

5.Bus drivers will be expected to work flexibly, encompassing new technology and equipment advances and the updating of practices, processes, and procedures to meet the NTA Contract and customer service/safety requirements inclusive of timing points and use of the on board Pressit device.

6.Management will pursue change through our agreed negotiation and dispute resolution procedures and processes. Continuity of service delivery will be sustained without interruption. It is agreed that no party shall take unilateral action on any matter that has not been fully coursed through our agreed procedures.

7.These terms, conditions and work practice changes have been designed to reflect the needs of the workforce and the business need of the organisation.

Summary of proposals:

Route Blocking:

Currently there are individual rosters/rotas specific to each route in each garage.

It is proposed to have one overall garage roster/rota of 'marked-in' duties.

All marked in drivers in a particular garage will rotate through all duties in the garage roster. This will make the overall garage operation (driving hour average) more efficient. As a result of the duty saving efficiencies achieved by route blocking there will be a driver saving. Every effort will be made to maintain as many marked in positions as possible in each location. The Bus Connects expansion project will assist in both assimilating all drivers back into current driver numbers but also in creating additional marked in opportunities for spare drivers. With the implementation of depot route blocking Clause 20 will no longer apply. **See scheduling Guidelines (Appendix 1)**

Split Universals:

104 Universal type duty duties have been identified which currently operate on a Monday to Friday basis. These duties will become 30-hour contract duties operated by contract drivers at the applicable hourly rate and can be worked as one- or two-part duties.

These 30 hour contract drivers will work exclusively on the identified 104 universals.

Drivers currently being facilitated on these universals based on a recommendation from the CMO will in the first instance be facilitated on available suitable vacant duties in their own depot. If no suitable duty is available in their own depot, then all available suitable duties in other depots will be considered.

Process of filling split universal vacancies:

1. Advertise internally to all drivers. ***(Where internal drivers apply for the 30 hour contracts the applicable Monday-Saturday composite hourly rate, based on his/her service, will apply).***
2. Advertise internally to all grades.
3. Medically suitable retired drivers
4. External applicants

First use walk around check:

First use walk around check duties will be operated in the 1st instance by suitable employees on long term illness awaiting rehab duties. These duties will operate on a 5 over 7-day week 30-hour contract and pay will be in accordance with the rates applicable to 30-hour contract drivers.

If all such positions cannot be filled from the long-term ill employees, then the vacant duties will be advertised internally based on the above 30-hour contract using the following criteria.

1. Advertise among all current bus drivers.
2. Advertise among all other grades.
3. Advertise for external applicants.

Night service operation:

Night service operation can be operated using a combination of 39- or 30-hour contracts. In the case of 30-hour contracts they will be workout type duties and will work a total of 30 hours on a 5 over 7-day rotation. These duties will be advertised on a citywide basis and marked in based on seniority in the first instance and through external recruitment if they cannot be filled internally.

Part -Time Bus Drivers:

A part time driver panel will be recruited up to a maximum of 130 and will be rostered from Broadstone depot. Part -time drivers will be rostered for vacant duties in any depot in the city dependant on day-to-day depot driver requirements.

1. Part-time drivers will work a minimum of 2 days/ 16 hrs per week. They will work every Sunday and a minimum of 1 other weekday. Additional work if the need arises.
2. Part-time drivers will be rostered after all available spare drivers have been rostered for work.
3. Any duties becoming vacant after the duty sheets are posted will be filled by using any spare drivers available and then by part time drivers up to a cut off time of mid-day the day before the duty is due to work.

4. If a duty drops after Mid-day the day before the duty is due to work and no spare drivers are available, then the duty will be offered to the next available resting driver taking cognisance of the WTA.
5. If no driver is available from resting pool, then duty will be covered by part-time pool.

Driver Establishment:

The driver establishment for each depot will be agreed prior to implementation of this agreement and will be reviewed on an ongoing basis both locally and centrally based of any changes that arise.

The formula for determining full time driver roles will be the following.

1. Number of established drivers per depot at commencement of agreement
2. Numbers on various rosters
3. Any increase in duty numbers as a result of growth /Bus Connects etc
4. If the number above justify the requirement for additional duties/ blocks

To protect the number of full-time bus driver roles driver numbers will not drop lower that a 1.5 ratio for 5/7 duties and 1.2 for Monday to Friday duties per depot.

To ensure the above ratios continue to be applied on an ongoing basis all fulltime vacancies including 5 over 7 spare,4-day week and 30-hour contracts will be advertised citywide at each marking and filled on the basis of seniority.

Driver Recruitment:

The following will apply for bus driver recruitment going forward.

1. Part-time 16 hr contract drivers can apply for full -time 30 hr contract or 4-day week contracts as vacancies arise. Drivers may opt to remain on their 16 or 30 hr contract if they wish.
2. Drivers on 30 hr contract can apply for a 4-day week contract as vacancies arise. Drivers may opt to remain on their 30-hr contract if they wish.
3. Drivers on a 4-day contract can apply for main 5/7 rota as vacancies arise. Drivers may opt to remain on their 4-day week contract if the wish.
4. Main 5/7 rota

All the above will have an opportunity to avail of full- time work when such full- time roles become available and based on their seniority. Seniority will commence from the date the driver takes up a full-time contract.

A new Public Holiday skip will apply with the introduction of the composite rate.

With the introduction of the composite pay rate drivers who work a duty for a normal working day on a public holiday will be paid as follows

1. Two days composite pay or the option for one day's pay plus an additional annual leave day (Lieu Day)

When marking Bank Holiday sheets cognizance will be taken of the type of duty Early, Relief, Late, and Bogie with the emphasis on work time.

The following drivers will be included in the new holiday skip:

- 5/7 Shift, 5/7 Bogie, 5/7 Hybrid and 4-day drivers.

- Mon to Fri early duties will be matched with a Sunday early duty with an emphasis on work time, where there are no match available floats will be numbered and drivers will float to the earliest finishing early duty.
- Mon to Fri relief duties will be matched with a Sunday relief duty with an emphasis on work time, where there are no match available floats will be numbered and drivers will float to the earliest finishing relief.
- Mon to Fri late duties will be matched with a late Sunday duty with an emphasis on work time, where there are no match available floats will be numbered and drivers will float to the latest start late duty.

- 5 over 7 bogie duties will be matched with a bogie Sunday duty with an emphasis on work time, where there are no match bogie drivers will float to the earliest finishing bogie.
- Workouts will be matched with workouts, normal float system will apply where there is no match, drivers can work a 2-piece duty if no workout available.
- Mon to Fri hybrid duties will be matched with a Sunday Hybrid duty with an emphasis on work time, where there is no match a hybrid driver will float to the earliest finishing hybrid.
- Where a Bank holiday occurs on a Saturday the same applies as above on Saturday duty types with the emphasis on work time.

- Early spare drivers will be marked up on the earliest finishing duty available including bogies and reliefs based on seniority and in accordance with the working time directive.

- Bogie drivers can only be rostered on a bogie duty.

- Late spare drivers can work Bogies, Reliefs and Late duties

- 4-day week drivers can work relief or late duties

- After all, required Early drivers are marked up, late spare 5 over 7 spare drivers will be marked up on any remaining bogie or relief type duty beginning with earliest finish in seniority.

- Remaining late duties will be marked up on the latest start basis in seniority.

- All redundant drivers can volunteer to work the Public Holiday on a different shift to their roster.

- All drivers who wish to be off on a bank holiday must apply on the relevant leave form at least one week before a bank holiday, all applicants must check with a depot Inspector to confirm if leave has been granted, Depot Administrator's to keep a record of those who were allocated leave so there is a fair distribution of leave for each bank holiday.

- Bank holiday sheets will be posted at 18:00 – 3 days before the actual Bank Holiday.

- All Bank Holiday sheets will be marked in accordance with the working time directive.

New Annual Leave Skip:

To ensure an even distribution of annual leave throughout the year it is proposed that the following will apply from January 2022. **See Copy of Annual leave skip (Appendix 2)**

- Summer skip will now operate over 24 weeks (previously 22 weeks) and will start from 2nd last Sunday in April and end from last Sunday in September, present skip dates weeks 1 to 22 will remain with new extra week at beginning being week 23 and week at end being week 24.
- Summer allocation will now be 10 days (previously 15 days)
- New Winter skip over 24 weeks will commence from 2nd Sunday in January to 2nd Sunday in April and 1st Sunday in October to 1st Sunday in December with normal Christmas arrangements for leave for this period.
- Winter allocation will be 5 days.
- Holidays will be entered into Microbus annually and can only be changed where a driver has swapped dates with another driver.
- Drivers will remain on present skip lines for Summer 22 and then follow new skip from there on.
- Excess holidays from allocation can be taken as individual days at the discretion of the local management where business needs will apply.

All annual leave/service days/lieu days should all be taken in the current year. No driver should carry over accrued annual leave unless authorised by their manager to do so and only on the clear understanding that any carry over leave days must be taken before 31st March the following year. All drivers must discuss any carry over of leave with their manager and make mutually agreed arrangements to use the leave prior to 31st March the following year.

Any driver carrying over annual leave who has not discussed an arrangement with their manager to use such leave by 31st March the following year will be allocated the annual leave at the discretion of their manager with the requisite notice given.

Consideration should be given to Drivers that may have requirement to seek longer periods of leave. Management recognise that discretion is paramount to ensuring that allowances are provided for employees that wish to bank leave (incorporating current and following year) for exceptional reason/s.

Marked in Driver interim arrangement:

Every effort will be made through the centralised scheduling process to maintain as many marked in driver positions as possible in a depot. However, as a result of implementing route blocking the number of daily duties may be reduced in some locations.

As such this may impact on the current number of marked in positions.

Every effort will be made to maintain all marked in positions and as an interim arrangement a number of spare lines will be incorporated into the Monday to Friday Schedule, however this can be changed if both trade unions agree.

The following process will apply in the event of any marked in driver displacement.

Shift Drivers:

- In the event of driver displacement drivers will be canvassed based on seniority until the required numbers are achieved.
- In the event that the required number are not achieved then displaced driver will be the most junior marked in shift driver in the relevant depot.
- Displaced drivers will retain their rota early, relief and late for a period of 3 months following displacement.

Bogie drivers:

In the event of bogie driver displacement bogie drivers will be canvassed based on seniority until the required numbers are achieved.

In the event that the required numbers are not achieved then displaced driver will be the most junior marked in bogie driver in the depot.

Displaced bogie drivers will be marked up on the earliest available finishing bogie duty for a period of three months.

Displaced bogie drivers will maintain a minimum of one hour spread over Monday to Friday.

(Appendix 3) Bogie Driver Options

Compensation payments

Loss of marked in duty:

Drivers who are displaced from a marked in position and reverting spare will receive a payment of €1,500 and €150 per year of service over 10 years up to a maximum of €2,000.

Voluntary depot movement of spare drivers:

Spare Drivers who volunteer to transfer will receive a payment of €1,000.

Compulsory depot movement of spare drivers:

Spare Drivers who are transferred on a compulsory basis will receive a payment of €2,000

Monday/Friday shift/Bogie drivers:

Current marked in Monday to Friday shift and bogie duties (203) will be maintained.

Going forward a minimum of 65% of the above Monday to Friday shift and bogie duties will be maintained.

Hybrid duties:

As a result of the process used in depot route blocking a number of duties will fall out of the current scheduling agreements. These duties will be configured (Hybrid Duties) for local temporary marking in and will be paid in accordance with the hours worked with a minimum 7 hrs 38 mins.

1) Can be inserted into the main rotation to retain marked in positions by agreement with all the parties.

2) Advertised locally for all staff, on a temporary basis only in hybrid blocks of available duties.
3) Drivers successful in their temporary application for hybrid duties will only be paid above the 7 hr 38 mins when the duty is worked. Flat daily rates will apply for Annual leave and sickness. Payment for training days etc will be at the rate applicable for hybrid duty.
4) Marked in drivers successful in their temporary application must vacate their marked in position prior to taking up the temporary position.
5) Hybrid Drivers will maintain their temporary marked in position unless there is a reduction in the number of hybrid duties as a result of scheduling changes.
6) In the event of any displacement seniority will be the determining factor.

Driver Categories:

Following implementation of the agreement all current junior rota drivers will be placed on the senior driver rota.

The number of 4-day drivers will be based on individual depot requirements and will be reviewed centrally on a regular basis. Current volunteers working 4-day week will continue to be facilitated with the arrangement going forward.

As per current agreements 4-day week drivers will work every Sunday and will have a fixed combination of 3 other days to be determined by the depot requirement.

The categories of driver going forward will be as follows:

1. Main rota 5/7 shift/bogie roster
2. Static Sunday bogie
3. Mon/ Fri shift/bogie roster
4. 4-day week roster

REVISED ABSENTEEISM CONTROL PROGRAMME (ACP)

- The entry criteria to be considered for entry into the programme will be reduced from 13 absent days to 10 days.

- Once a driver is entered into the programme, the review period will be every four months and a driver must complete three consecutive clear review periods to exit the programme.

- Entry will be based over a rolling 12-month period and not a calendar year.

- Absences of over 3 days in any review period will be dealt with by the local Area Operations Manager as part of the programme.

- Any driver who exits the ACP programme and qualifies to re-enter within 12 months of exiting, will be entered back into the programme at the stage they exited the programme previously.

- Once a letter is sent to a driver they should attend for the interview. If they are unable to attend, they should inform the Depot Administrator or Area Operations Manager that they cannot attend for interview on that date and look for an alternative date. Any absences taken from the date of the planned interview will be dealt with at the next review if a driver is entered into the programme.

- Only absent dates taken within a review period will be considered as part of the review period, any subsequent days taken outside of this will form part of the next review.

Uncertified Sick Leave drivers:

The procedure referred to as Self-Certification is specific to personal illness and does not apply to other reasons for absence such as Compassionate Leave, Bereavement Leave etc.

Any absence due to ill health which extends beyond one day must be covered by a Medical Certificate as at present for the full period of sickness absence.

Any driver unable to attend for duty because of illness must immediately notify his/her Depot Inspector who will record the message. In the case of early duties, notifications must, where practical, be given before commencement of the duty but certainly not later than 10.00 hours. While on late duty a minimum of two hours' notice must be given before duty commences. Should a late duty commence before 12.00 hours it will be necessary to notify the Depot Inspector not later than 10.00 hours.

Absence that occurs after commencement of duty or overtime must be covered by a Medical Certificate.

On resuming duty, the person concerned must complete a Self-Certified Illness Report in the presence of the Depot Inspector who will witness the Report. Staff will only be paid when completed form is received.

Self-Certification will apply to illness of one day's duration, subject to a maximum of five days in any calendar year and subject to a maximum of three days in any one six-month period. The period for reckoning will be January/June and June/December. Single day's illness in excess of five in a calendar year or three in a six-month period must be covered by a Medical Certificate.

Any single day's absence whether covered by Medical Certificate or Self-Certification will reckon as one of the five days referred to in (e) above.

The Scheme will apply on a Sunday to Friday basis only and any day's illness taken on Saturday must be covered by a Medical Certificate.

One day's absence immediately preceding or immediately following two Rest days or any other period of authorised/unauthorised leave such as Annual Leave, Public Holidays, Late and Idle etc. is not covered by the Self-Certification arrangements and must be covered by a Medical Certification as at present.

Self-Certification of illness will not apply from the 20th of December to the 2nd January.

Failure to submit a Medical Certificate, to complete a Self-Certificate or to give the required notice as outlined in (c) above will forfeit illness payment and such failure will be deemed as absence from duty.

Any abuse of the system of Self-Certification will be regarded as a breach of discipline and may result in suspension from the Scheme or disciplinary action including dismissal.

One day's absence in the middle of two rest days will not be covered by the scheme.

Pay:

The commencement date of the new Pay Round (with supplemented efficiencies) will be the 1st July 2020 and will incorporate the following:

1% lead in payment to cover the retrospective period of 01/07/2019 to 30/06 2020

- 1% effective from 01/07/2020
- 1% effective from 01/07/2021
- 1.5% effective from 01/09/2021 based on verified savings achieved post implementation of agreement
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Alignment of Pay with Industry Wide Composite Rates

Effective from the citywide implementation of route blocking (October 2021) driver pay will be adapted to a composite rate of pay incorporating shift pay/Sunday premium/Public Holiday for qualifying drivers, i.e. 5/7, thereby setting an effective Composite Rate of €23.50 per hour, equating to a Weekly 39hr Rate of € 916.34

The effective Composite Rate for Monday/Friday/Saturday (non-premium) on implementation of Route Blocking (October 2021) will €21.59 per equating to a weekly 39hr rate of €841.93.

See Appendix 4 detailed pay scales

Long Service Loyalty Days:

Currently drivers get an additional service day for 5,7, and 10 years' service. A total of 3 days max at 10 years.

On acceptance of this agreement service pay will be discontinued and current Service Day arrangements will be replaced with the following Long Service Loyalty days.

The following will apply effective from implementation of agreement.

1. Driver with 5 years' service additional 1 day
2. Driver with 7 years' service additional 1 day
3. Driver with 10 years' service additional 1 day
4. Driver with 20 years' service additional 1 day
5. Driver with 30 years' service additional 1 day
6. Driver with 40 years' service additional 1 day

PSO Bonus:

The current PSO contract allows for performance payments under a number of key performance Indicator targets.

Achieving and exceeding these targets is critical to our performance and reputation and will be a determining factor for any future PSO contracts but also will assist in securing any new business opportunities.

Dublin Bus is committed to sharing any bonus payments with employees who contribute to the achievement of bonus payments.

The company will engage with the Trade unions on an annual basis to determine a fair means of distributing any performance payments received under the contract.

The agreed timescale for completion of discussions/negotiations on the New PSO Bonus is the 31st December 2021.

In the interim the following will apply.

Revised Attendance Bonus:

The current attendance bonus will increase from €250 to €500 Net.

The following criteria will apply for bonus payment.

- Two reckoning periods will apply, 1st November to 30th April and 1st May to 31st October.
- If a Driver has 3 days or less in one of the above reckoning periods followed by 2 days or less in the other reckoning period or vice versa the full bonus payment will be achieved.

The bonus will be paid as follows.

Qualification for the 1st period 3 days or less €200

Qualification for the 2nd period 2 days or less €200

If above are achieved an additional bonus of €100 will be paid.

Safe Driving Bonus:

The current safe driving bonus will increase from €250 to €575 Gross.

The qualification period will be as currently applies.

The new reckoning period will commence 01/07/2021

For each qualifying period a payment of €200.00 gross will be made through the payroll. Drivers must have a minimum of 105 days driving without preventable accidents in each 6-month period. A Bonus payment of €175.00 will be made to drivers who qualify for both payments in the previous year. Payments will be made in December each year.

The Driver Quality Monitoring programme will apply to all drivers going forward.

Appendix:1

Scheduling guidelines:

With the implementation of depot route blocking city-wide all schedule change discussions will be processed centrally.

Proposed Scheduling Rules and Guidelines

In line with the core objective of this agreement of strengthening service requirements and having achieved the change/efficiency (above) it is agreed that schedules, designed to give effect to the content of the NTA/PSO Contract and other known work, will be constructed centrally covering all garages. These schedules will be implemented on a schedule specified by the Operations Manager who is responsible for service delivery.

Where service adjustments are decided upon during the lifetime of the NTA Contract, all adjustments to working arrangements including Bus driver schedules will be implemented on the date(s) specified by the operations manager. Any issue(s) arising will be dealt with through the Schedule Tribunal.

- All routes in a depot will be blocked into one combined schedule on all day types.
- Average Daily Work Monday to Saturday is 7 hrs. 38 mins. Bogeys are also averaged at 7 hrs. 38 mins.
- A minimum of 43% of main rota duties (excluding bogies) will be early type duties on Monday- Friday.
- Average Work on Sunday for main rota and bogey type duties is 7 hrs 15 minutes.
- Split Early Duties may apply on Sundays.
- 50 mins minimum relief time
- 1 hr minimum relief time if breaking and taking up in Depot.
- If breaking in Depot and taking up downtown or vice versa then minimum break is 50mins plus travelling time.
- 8 mins Garage sign on inclusive of First use walk around check.
- 3 mins allowed if pulling out of Depot after break.

- Up to 40% of main rota duties can be above the 9-hour spread Monday to Friday.
- Up to 40% of main rota duties can be above the 9-hour spread Saturday.
- Up to 50% of main rota duties can be above the 9-hour spread Sunday.
- Maximum work time on any duty is 8 hrs 50 mins.
- Maximum spread for shift duties 9 hrs 59 mins
- 5:30 maximum work time on board bus for any one piece of work
- Bogey maximum spread is 11:59
- Bogie duties may start before some early shift duty.
- 3 mins layover is inbuilt to running time for each trip.
- Shift duties starting prior to 05.00hrs will generally finish by 13.00hrs
- Shift duties starting between 05.00hrs and 06.00hrs will generally finish before 14.00hrs
- Night service duty start from 18.00hrs (39-hour contract)
- Night service duty start from 20.00hrs (30-hour contract)
- Late duty after 14.30 hrs unless agreed locally and will generally finish no later than 01.30 hrs.
- As Bus connects is rolled out through the various stages any duty finishing after 01.30hrs will be deemed to be a night service duty.

- **Duty Types: Guidelines**
- Earlies – Mon/Fri will finish by 1600hrs; Sat/Sun will finish by 1800hrs. Generally, will start from 05.00hrs onwards but could start as early as 04.00hrs
- Reliefs – Will finish by 2230hr. Reliefs will generally start after bogeys. Generally, reliefs will start after 11.30 hrs unless agreed locally for exceptional circumstances.
- Lates – Generally should not start before 1430hrs unless agreed locally and can finish as late as 01.30am.
- Generally, Bogeys will work both peaks and will carry a minimum average of one hour spread over (Mon/ Fri) over the combination of bogie duty rotation in a depot.
- On Mon/Sat bogeys will finish before 2000hrs.
- Bogies will generally finish before 21.00hrs on a Sunday.

Appendix 2: Annual Leave Skip

Annual Leave Summer and Winter Skip from 2022

To ensure an even distribution of annual leave throughout the year it is proposed.

- Summer skip will now operate over 24 weeks (previously 22 weeks) and will start from 2nd last Sunday in April and end from last Sunday in September, present skip dates weeks 1 to 22 will remain with new extra week at beginning being week 23 and week at end being week 24.
- Summer allocation will now be 10 days (previously 15 days)
- New Winter skip over 24 weeks will commence from 2nd Sunday in January to 2nd Sunday in April and 1st Sunday in October to 1st Sunday in December with normal Christmas arrangements for leave for this period.
- Winter allocation will be 5 days.
- Holidays will be entered into Microbus annually and can only be changed where a driver has swapped dates with another driver.
- Drivers will remain on present skip lines for Summer 22 and then follow new skip from there on.
- Excess holidays from allocation can be taken as individual days at the discretion of the local management where business needs will apply.

Summer Holiday skip 2022- 24WEEKS

1-13-2-14-3-15-4-16-5-17-6-18-7-19-8-20-9-21-10-22-11-23-12-24-1

17-04-2022 TO 27-09-2022

Week 1 24/04/22	**Week 12 12/06/22**
Week 2 01/05/22	**Week 13 03/07/22**
Week 3 05/06/22	**Week 14 31/07/22**
Week 4 08/05/22	**Week 15 10/07/22**
Week 5 28/08/22	**Week 16 21/08/22**
Week 6 15/05/22	**Week 17 19/06/22**
Week 7 04/09/22	**Week 18 17/07/22**
Week 8 22/05/22	**Week 19 26/06/22**
Week 9 11/09/22	**Week 20 07/08/22**

Week 10 29/05/22	**Week 21 24/07/22**
Week 11 18/09/22	**Week 22 14/08/22**
Week 23 17/04/22	**Week 24 25/09/22**

Holiday Dates Winter 2022 -24 weeks

09/01/2022 to 10/04/22 and 02/10/22 to 04/12/22

Week 25 02/10/22	Week 31 09/01/22
Week 26 09/10/22	Week 32 16/01/22
Week 27 06/11/22	Week 33 16/10/22
Week 28 23/10/22	Week 34 04/12/22
Week 29 27/11/22	Week 35 13/11/22
Week 30 20/11/22	Week 36 30/10/222

Week 37 23/01/22	Week 43 13/03/22
Week 38 30/01/22	Week 44 13/02/22
Week 39 27/03/22	Week 45 06/03/22
Week 40 20/02/22	Week 46 06/02/22
Week 41 10/04/22	Week 47 20/03/22
Week 42 27/02/22	Week 48 03/04/22

Skip pattern	Left	to	Right
A	Week 1	>>>	Week 25
B	Week 12	>>>	Week 35
C	Week 2	>>>	Week 30
D	Week 39	>>>	Week 13
E	Week 3	>>>	Week 36
F	Week 14	>>>	Week 34
G	Week 4	>>>	Week 28
H	Week 44	>>>	Week 15
I	Week 32	>>>	Week 5
J	Week 31	>>>	Week 16
K	Week 6	>>>	Week 26
L	Week 45	>>>	Week 17
M	Week 48	>>>	Week 7
N	Week 38	>>>	Week 18
O	Week 8	>>>	Week 29
P	Week 37	>>>	Week 19
Q	Week47	>>>	Week 9
R	Week 46	>>>	Week 20
S	Week 10	>>>	Week 27
T	Week 43	>>>	Week 21
U	Week 41	>>>	Week 11
V	Week 42	>>>	Week 22
W	Week 23	>>>	Week 33
X	Week 40	>>>	Week 24

1	15 days in calender year
2	Weeks 1- 24 are summer 10 days allocation
3	Weeks-- 25 -48 Winter 5 days allocation

	Examples
Patern E	Week 3 Summer 05/06/22 10 days
	Week 36 Winter 30/10/22 5 days
Patern S	Week 10 Summer 29/05/22 10 days
	Week 27 Winter 06/11/22 5 days
Patern U	Week 41 Winter 10/04/22 5 days
	Week 11 Summer 18/09/22 10 days
Patern V	Week 42 Winter 27/02/22 5 days
	Week 22 Summer 14/08/22 10 days

PATTERN - A TO X AND BACK TO A

WEEK 1-25-12-35-2-30-39-13-3-36-14-34-4-28-44-15-32-5-31-16-6-26-45-17-48-7-38-18-8-29-37-19-47-9-46-20-10-27-43-21-41-11-42-22-23-33-40-24

Euro Skip Pattern	left	to	Right
R	Week 46	>>>	Week 20
L	Week 45	>>>	Week 17
D	Week 39	>>>	Week 13
T	Week 43	>>>	Week 21

Skip 46-20-45-17-39-13-43-21

Appendix 3 Bogie Driver Options:

All bogie drivers will be canvased in advance of route blocking implementation.
Mon to Fri Bogie drivers will be offered the option of changing to Static Sunday or 5/7 Bogie.
Static/Static Bogie drivers will be offered the option of changing to Static Sunday or 5/7 Bogie.
Static Sunday Bogie drivers will be offered the option of changing to 5/7 Bogie.
5/7 Bogie drivers will be offered the option of changing to Static Sunday Bogie.
A Static Sunday Bogie driver can only change to a 5/7 Bogie after 12 months on a Static Sunday Bogie.
A 5/7 Bogie driver can only change to a Static Sunday Bogie after 12 months on a 5/7 Bogie.
Bogie drivers can switch as often as they wish once they have completed 12 months on a shift.

Appendix 4: Detailed Pay Scales:

5/7 Main Shift

	30 June 2020	01 July 2020 + 1%	01 July 2021 +1%	01 September 2021 + 1.5%	01 October 2021
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	742.42	749.84	757.34	768.70	791.42
3 & 4	768.47	776.15	783.91	795.67	819.18
5	807.54	815.61	823.77	836.13	860.83
6	859.61	868.20	876.89	890.04	916.34

	01 January 2022 – +1.5%	01 July 2022 + 1%	01 January 2023 – +1.5%	01 July 2023 +1%	01 January 2024 + 1.5%	01 July 2024 +1%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	803.29	811.32	823.49	831.73	844.20	852.64
3 & 4	831.47	839.78	852.38	860.91	873.82	882.56
5	873.75	882.48	895.72	904.68	918.25	927.43
6	930.09	939.39	953.48	963.01	977.46	987.23 [1]

5 Day Monday to Saturday shift

	30 June 2020	01 July 2020 +1%	01 July 2021 +1%	01 September 2021 +1.5%	01 January 2022 + 1.5%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	702.29	709.31	716.40	727.15	738.06
3 & 4	726.93	734.20	741.54	752.66	763.95
5	763.89	771.53	779.24	790.93	802.79
6	813.14	821.27	829.49	841.93	854.56

[1] *For a senior driver on year 6, 1 hours spreadover = €17.87 (basic flat hourly, not composite).*

This amount will increase with the % pay increases outlined above.

	01 July 2022 +1%	01 January 2023 +1.5%	01 July 2023 – +1%	01 January 2024 +1.5%	01 July 2024 – +1%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	745.44	756.62	764.18	775.65	783.40
3 & 4	771.59	783.16	791.00	802.86	810.89
5	810.82	822.98	831.21	843.68	852.12
6	863.10	876.05	884.81	898.08	907.06

Night Rota A (2 in 5 Sundays)

	30 June 2020	01 July 2020 – 1%	01 July 2021 – 1%	01 September 2021 – 1.5%	01 January 2022 – 1.5%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	742.42	749.84	757.34	768.70	780.23
3 & 4	768.47	776.15	783.91	795.67	807.61
5	807.54	815.61	823.77	836.13	848.67
6	859.61	868.20	876.89	890.04	903.39

	01 July 2022 – 1%	01 January 2023 – 1.5%	01 July 2023 – 1%	01 January 2024 – 1.5%	01 July 2024 – 1%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	788.03	799.85	807.85	819.97	828.17
3 & 4	815.68	827.92	836.20	848.74	857.23
5	857.15	870.01	878.71	891.89	900.81
6	912.42	926.11	935.37	949.40	958.90

Night Rota B (2 in 4 Sundays)

	30 June 2020	01 July 2020 – 1%	01 July 2021 – 1%	01 September 2021 – 1.5%	01 January 2022 – 1.5%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	752.45	759.97	767.57	779.09	790.77
3 & 4	778.85	786.64	794.51	806.42	818.52
5	818.45	826.64	834.90	847.42	860.14
6	871.22	879.94	888.74	902.07	915.60

	01 July 2022 – 1%	01 January 2023 – 1.5%	01 July 2023 – 1%	01 January 2024 – 1.5%	01 July 2024 – 1%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	798.68	810.66	818.77	831.05	839.36
3 & 4	826.71	839.11	847.50	860.21	868.81
5	868.74	881.77	890.59	903.95	912.98
6	924.75	938.62	948.01	962.23	971.85

4 Day Week Rota

	30 June 2020	01 July 2020 +1%	01 July 2021 +1%	01 September 2021 + 1.5%	01 January 2022 +1.5%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	632.06	638.38	644.76	654.43	664.25
3 & 4	654.23	660.78	667.38	677.39	687.56
5	687.50	694.37	701.32	711.84	722.51
6	731.83	739.15	746.54	757.74	769.10

	01 July 2022 +1%	01 January 2023 + 1.5%	01 July 2023 – + 1%	01 January 2024 – 1.5%	01 July 2024 – + 1%
Year of Pay Scale	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly	Composite Weekly
1 & 2	670.89	680.96	687.77	698.08	705.06
3 & 4	694.43	704.85	711.90	722.57	729.80
5	729.74	740.69	748.09	759.31	766.91
6	776.79	788.45	796.33	808.28	816.36