



STATUTORY INSTRUMENTS.

S.I. No. 650 of 2019

REGISTERED EMPLOYMENT AGREEMENT (DUBLIN BUS AND BUS
EIREANN) ORDER 2019

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WHEREAS I, PAT BREEN, Minister of State at the Department of Business, Enterprise and Innovation, in exercise of the powers conferred on me by subsection (5A) (inserted by section 5(d) of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of section 27 of the Industrial Relations Act 1946 (No. 26 of 1946), being satisfied that subsections (1) to (5) of the said section 27 have been complied with and considering it appropriate to do so, hereby make the following order:

1. This Order may be cited as the Registered Employment Agreement (Dublin Bus and Bus Eireann) Order 2019.
2. The terms of the employment agreement registered by the Labour Court on 19 September 2016 and set out in the Schedule are hereby confirmed.

SCHEDULE

Employment Agreement between SIPTU, NBRU, TSSA, Unite and the TEEU and Dublin Bus and Bus Eireann

BACKGROUND TO EMPLOYMENT AGREEMENT

1. This employment agreement has emerged from the “terms of settlement” agreement brokered by the Labour Relations Commission (LRC) involving Services, Industrial, Professional and Technical Union (“SIPTU”) National Bus and Rail Union (“NBRU”) the Transport Salaried and Staff Association (“TSSA”), Unite the Union (“UNITE”), the Technical, Electrical and Engineering Union, (“TEEU”) Dublin Bus (“Bus Atha Cliath”) Irish Bus (“Bus Eireann”) the National Transport Authority and the Department of Transport, Tourism and Sport on the 14th May 2015.

2. The said terms of settlement, a copy of which is attached as Appendix 1 to this agreement provided, inter alia, as follows:

 “Arising from the commitment of the Minister for Transport, Tourism, and Sport in giving the assurance that no current employee would be required to compulsorily transfer to a new contractor, a number of measures require to be put in place to give appropriate effect to this commitment.”

PARTIES TO THE EMPLOYMENT AGREEMENT

- 3 This employment agreement, dated 1st day of October 2015, is made between Dublin Bus (Bus Atha Cliath”), Irish Bus (“Bus Eireann”), herein called the employers, and Services, Industrial, Professional and Technical Union (“SIPTU”), National Bus and Rail Union (“NBRU”), the Transport, Salaried and Staff Association (“TSSA”), Unite the Union (“UNITE”) and the Technical, Electrical and Engineering Union (“TEEU”), herein called the trade unions.

- 4 The employers and the trade unions are the parties to this employment agreement.

- 5 The parties to this employment agreement agree to have it registered as a Registered Employment Agreement in accordance with the Industrial Relations (Amendment) Act 2015.

CLASS, TYPE OR GROUP OF WORKERS TO WHOM THIS EMPLOYMENT AGREEMENT

APPLIES

- 6 This employment agreement applies to all workers employed by Dublin Bus or Bus Eireann in the following grades:
- Bus driver Grade, Traffic Supervisors Grade, Engineering Supervisor Grade, Craft worker Grade, Clerical Grade, Engineering Operative Grade, Executive Grade, and Ancillary Grade.

TERMS OF THE EMPLOYMENT AGREEMENT

7. The parties to this agreement agree the following conditions of employment:

A: The current terms and conditions of employment of staff in Dublin Bus and Bus Eireann will not be negatively affected as a direct result of the tendering of bus services.

B: No employee will have to transfer on a compulsory basis to another bus operator in these circumstances on foot of the assurances given by the Minister for Transport, Tourism, and Sport and Bus Eireann and Dublin Bus.

C: The parties are committed to provide security of employment to employees and honour their contracts of employment.

D: As a result of the developing and reconfiguration in the bus market, Dublin Bus, Bus Eireann, NTA, Department of Transport, Tourism and Sport recognise and agree that any legacy costs, if any, which may arise from the tendering of bus services will not be borne by the employees in either bus company and it is intended that an ongoing review under the current contract between Dublin Bus, Bus Eireann and the NTA will deal with any such legacy costs/residual costs that may arise.

DISPUTES RESOLUTION PROCEDURE

8. It is the intention of all parties that this employment agreement will promote harmonious relations and avoid industrial unrest.

9. All parties are obliged to fully comply with the terms of this Dispute Resolution Procedure.
10. If a trade dispute occurs between workers to whom this agreement applies and their employers, no lock-out, or any other form of industrial action shall take place until all of the following procedures have been complied with and the Labour Court has issued a recommendation on the dispute:
 - All disputes which do not involve matters of interpretation of this agreement which are not resolved at local level, shall be referred to the Workplace Relations Commission for resolution.
 - Where the Workplace Relations Commission fail to resolve the matter, the issue shall be referred to the Labour Court.
 - No employee may take industrial action until after the rejection of a Labour Court recommendation and then only after the expiry of at least 14 days written notice to the employer(s) by the trade union(s). All procedures set out in this rule must be exhausted before industrial action is taken.

VARIATION OF EMPLOYMENT AGREEMENT

11. This employment agreement may be varied in accordance with section 9 of the Industrial Relations (Amendment) Act 2015.

CANCELLATION OF EMPLOYMENT AGREEMENT

This Agreement will remain in place until and unless all parties to the agreement agree to change its terms. Should all parties to the agreement agree to terminate the agreement they will advise the Labour Court and give six (6) months' notice in writing of the decision to terminate.

MATTERS OF INTERPRETATION

12. No stoppage of work, go slow, or lock out shall take place in regard to any issue arising from the interpretation of this employment agreement.
13. Should a dispute arise in relation to the interpretation of any part of this employment agreement the matter will be referred to the Labour Court

for resolution and binding decision in accordance with section 12 of the Industrial Relations (Amendment) Act 2015.

STATUTORY RIGHTS

14. Nothing in this employment agreement prejudices a worker's statutory rights.

Signatories;

Owen Reidy
Divisional Organiser
SIPTU
Liberty Hall
Dublin 1

Patrick Mc Cusker
Senior Irish Organiser
TSSA
Nerney's Court
(Off Temple Street)
Dublin 1

Sean Heading
Regional Secretary
6 Gardiner Row
Dublin 1
TEEU

Phil Donohoe
Head of Human Resources
Dublin Bus
59, Upper O'Connell Street
Dublin 1

Dermot O 'Leary
General Secretary
N B RU
54, Parnell Square
Dublin 1

William Quigley
Regional Officer
Unite
55-56 Middle Abbey Street
Dublin 1

Joe Kenny
Chief Human Resources Manager
Bus Eireann
Broadstone
Dublin 7

GIVEN under my hand,
18 December, 2019.

PAT BREEN,
Minister of State at the Department of Business, Enterprise
and Innovation.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purpose to be a legal interpretation.)

The purpose of this Order is to set out the agreed terms and conditions effective from 19 September 2016 and applies to all workers employed by Dublin Bus or Bus Eireann in the following grades: Bus driver grade, Traffic Supervisors grade, Engineering Supervisor grade, Craft worker grade, Clerical grade, Engineering Operative grade, Executive grade and Ancillary grade.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
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