PERMANENT ARBITRATION TRIBUNAL

Mr H Balgobin - President
Mr M Serret - Member
Mr H Seebaluck - Member

PART AWARD

RN 525

Union of Employees of Air Mauritius Ltd
and
Air Mauritius Ltd

In presence of:
The Private Transport Employees Union

The Applicant Union and Air Mauritius Ltd have moved for a Part Award in terms of the agreement which has been filed on record (Vide Annexure I).

The Tribunal awards accordingly.

(H. Balgobin)
President

(M. Serret)
Member

(H. Seebaluck)
Member

18 August, 1997
AIR MAURITIUS

AGREEMENT

BETWEEN

AIR MAURITIUS LTD

&

UNION OF EMPLOYEES OF AIR MAURITIUS LTD

Following negotiations held between Air Mauritius Ltd (Hereinafter referred to as the Company) and the Union of Employees of Air Mauritius Ltd (hereinafter referred to as the Union) the agreement reached between them covering the items of dispute resting with the Permanent Arbitration Tribunal (PAT) is hereunder spelt out

It is hereby filed with the PAT for an Award.

With reference to the original dispute declared by the Union, the only point left for the PAT to thrash out is the classification of drivers in the Classification table as per section 12 below and the salary to be paid to Drivers.

Parties have agreed that this matter only be heard by the PAT in presence of Unions/employees concerned.

1. 40 HOUR WEEK

   The 40 hour week will be introduced with effect from the 1st January 1997.

Implementation

1. The 40 hour week will be implemented as from the date recruitment of additional manpower is completed.

2. Pending the effective introduction of the 40 hour week (i.e. from 01.01.97 to date the 40 hour week is introduced) employees concerned will draw 5 hours overtime at twice the normal rate.

3. Shift work will be organised on the basis of any five of the seven days of the week.

4. Overtime will be paid for work done on Sundays and Public Holidays as per existing conditions.
2. **ANNUAL LEAVE**

The following scheme shall apply.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Leave entitlement p.a.</th>
<th>Upper limit of accumulated leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 15 years</td>
<td>22 working days</td>
<td>44 working days</td>
</tr>
<tr>
<td>&gt; 15 years</td>
<td>25 working days</td>
<td>50 working days</td>
</tr>
</tbody>
</table>

**Non-shift employees**

- < 15 years: 22 working days, 44 working days
- > 15 years: 25 working days, 50 working days

**Shift employees**

- < 15 years: 27 calendar days, 54 calendar days
- > 15 years: 32 calendar days, 64 calendar days

**A. Conditions**

The minimum annual leave entitlement for shift employees shall be 7 consecutive calendar days. However, an employee shall be authorised to take up to a maximum of seven days on and off to attend to urgent personal matters including religious obligations.

**B. Implementation**

1. Employees will apply for leave at a specific time to be determined by the employer.
2. Written applications will be considered and discussions will be held between Heads of Sections and employees concerned for the taking of their leaves. Exigencies of the service (in the interest of the Company) and unforeseen situations (in the interest of the employees) will be taken into consideration,
3. In case applications made as per procedures are not approved by the employer for reasons of exigencies of the service, the totality of leave entitlement will be carried forward irrespective of the ceiling.
4. In case no agreement is reached between Heads of Sections and employees concerned, % of the leave entitlement will be planned by the employer and the other half will be carried forward irrespective of the ceiling.
3. **TEA AND LAUN DRY ALLOWANCE**

1. A laundry allowance of Rs 100 shall be paid to each employee.

2. Facilities for tea will be provided.

4. **WORK BEYOND MIDNIGHT**

Existing conditions will be maintained, i.e. employees who are required to work from midnight for any number of hours less than a normal working day on the following day will be considered to have actually worked on that day and will be paid 8 hours overtime at the prevailing rate.

It is however understood and agreed that employees having worked less than 2 hours beyond midnight on a given day and who are rostered for another shift on the same day shall fulfill their roster requirement.

Whenever requested to stay at work beyond midnight, employees will carry out flight arrival/departure duties related to the given shift and not preparation work for ensuing shifts.

5. **MERGING OF POSTS OF AIRPORT ATTENDANT AND CARGO ATTENDANT**

Following agreement reached as per articles 9 (Piece Rate Scheme) and 12 (Classification of Posts) the posts of Airport Attendant and Cargo Attendant have been merged into that of Airport-Cargo Attendant. - See Annex 1.

A Working Committee comprising of the Cargo & Ramp Supervisors and 3 members of the Union will work out the roster and posting schedules.

**INCREMENTAL CREDIT**

Incremental credits will be granted to those employees having followed and successfully completed their approved training courses with the same proviso as contained in the Report of the Salaries Commission.

7. **NUMBER OF POSTS OF AIRPORT ATTENDANTS**

The number of posts of Airport/Cargo Attendant will be increased in the context of the introduction of the 40 hr week.

An assessment will be made in 1997 concerning the other categories of employees as per the Salaries Commission recommendations.
8. **PROMOTION OF ATTENDANTS TO THE POST OF SENIOR ATTENDANTS AND RAMP DRIVERS TO THE POST OF SENIOR RAMP DRIVERS**

This dispute is settled with the agreement (Article 12) on the New Classification Table of Posts.

9. **INTRODUCTION OF A PIECE RATE SCHEME**

A Piece Rate Scheme will be worked out.

**Implementation**

A Technician will be appointed to study and make recommendations on:

1. the categories of employees which can benefit from such a scheme.
2. the "time frame" and the "manning" linked to such a scheme.
3. the rates to be paid.

The Report of the Technician will be subjected to negotiations with the Union before implementation.

10. **AIRCRAFT TOILET SERVICING ALLOWANCE**

Without any form of direct or indirect implication for the other categories of employees a monthly allowance of Rs 200 will be paid to the Tradesmen performing the duties of aircraft toilet servicing.

11. **DRIVING ALLOWANCE**

Any employee (except a Driver, a Ramp Driver or a Senior Ramp Driver) who is presently requested to drive any vehicle, forklift, tractor etc. will be paid a monthly allowance of Rs 400.

**Implementation**

1. The names of these employees will be listed, (it will be referred to as the approved list).
2. The names of other employees will be added to the approved list as per requirements of the company and provided they are licensed, and certified as per existing regulations.
3. The Company will provide the appropriate training to these employees.

12. **CLASSIFICATION OF POSTS**

The Manual Grade Posts have been classified as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Title of Post</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Helper</td>
</tr>
<tr>
<td>2.</td>
<td>Cleaner</td>
</tr>
<tr>
<td>3.</td>
<td>Messenger</td>
</tr>
<tr>
<td></td>
<td>Aircraft Attendant I (Ex-Loader)</td>
</tr>
<tr>
<td></td>
<td>Store Attendant</td>
</tr>
<tr>
<td>4.</td>
<td>Head Cleaner</td>
</tr>
<tr>
<td></td>
<td>Assistant Tradesmen</td>
</tr>
<tr>
<td>5.</td>
<td>Cargo/Airport Attendant</td>
</tr>
<tr>
<td></td>
<td>Aircraft Attendant II (Ex-Loader)</td>
</tr>
<tr>
<td>6.</td>
<td>Tradesman</td>
</tr>
<tr>
<td></td>
<td>- Mechanic</td>
</tr>
<tr>
<td></td>
<td>- Electrician</td>
</tr>
<tr>
<td></td>
<td>- Welder</td>
</tr>
<tr>
<td></td>
<td>- Painter</td>
</tr>
<tr>
<td></td>
<td>- Upholsterer</td>
</tr>
<tr>
<td></td>
<td>- Tyreman</td>
</tr>
<tr>
<td></td>
<td>Specialised Attendants</td>
</tr>
<tr>
<td></td>
<td>- Push Back</td>
</tr>
<tr>
<td></td>
<td>- Refuelling</td>
</tr>
<tr>
<td></td>
<td>- Helicopter Services</td>
</tr>
<tr>
<td></td>
<td>Weigh Bridge Operator</td>
</tr>
<tr>
<td></td>
<td>Senior Attendant</td>
</tr>
<tr>
<td></td>
<td>Ramp Driver,</td>
</tr>
<tr>
<td>7.</td>
<td>Chargehand</td>
</tr>
<tr>
<td></td>
<td>Senior Ramp Driver</td>
</tr>
</tbody>
</table>
Implementation

1. The scheme of service of the post of Senior Ramp Driver has been revised. Refer to Annex 2.

2. Aircraft Attendants I will be upgraded Aircraft Attendants II as and when they obtain their licence to drive the types of vehicles used in their division.

13. LONG SERVICE INCREMENT

One increment to be granted to employees having reached the top of their respective scale after every 2 years of service of satisfactory performance and conduct.

14. PRE-RETIREMENT LEAVE

As and when an employee retires from the service he/she will be granted 1 month pre-retirement leave with pay.

In case an employee applies for an early retirement, he/she shall be granted the leave afore-mentioned provided he/she has completed 15 years service.

15. SICK LEAVE REFUND

Any balance of sick leave as recommended by the Salaries Commission will be refunded in toto at the time of retirement.

16. DEATH GRATUITY

The claim of the Union for the payment of one additional month death gratuity (for each completed year of service to employees having more than 24 years service) will be considered at a later stage.

17. NIGHT ALLOWANCE

A monthly night allowance will be paid to all employees who by the nature of their conditions of service are required to work round the clock.

The allowance will represent 5% of the monthly salaries of the employees concerned or Rs 300 monthly whichever is higher.

18. END OF YEAR BONUS

As a compromise, the Union has claimed payment of an additional bonus with effect from 1996 as per formula awarded by Mr H. Balgobin in his award for the Mauritius Telecoms Formula. Refer to Annex 3.
The Company has proposed on its part the introduction of a "Profit Sharing Bonus".

The proposed formula will be communicated to the Union by the end of this year.

19. SALARY STRUCTURE

The following salary structure (referred to as the New Salary Structure) will apply:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Salary scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>3,500 x 125 (4) - 4,000 x 150 (4) - 4,609 x 200 (6) - 5,800</td>
</tr>
<tr>
<td>2.</td>
<td>3,750 x 125 (2) - 4,000 x 150 (4) - 4,600 x 200 (7) - 6,000</td>
</tr>
<tr>
<td>3.</td>
<td>4,150 x 150 (3) - 4,600 x 200 (7) - 6,000 x 250 (4) - 7,000</td>
</tr>
<tr>
<td>4.</td>
<td>4,600 x 200 (7) - 6,000 x 250 (6) - 7,500</td>
</tr>
<tr>
<td>5.</td>
<td>5,200 x 200 (4) - 6,000 x 250 (6) - 7,500 x 300 (4) - 8,700</td>
</tr>
<tr>
<td>6.</td>
<td>7,500 x 300 (7) - 9,600 x 400 (5) - 11,600</td>
</tr>
<tr>
<td>7.</td>
<td>8,100 x 300 (5) - 9,600 x 400 (7) - 12,400</td>
</tr>
</tbody>
</table>

20. CONVERSION OF SALARIES

Definitions

*Actual Salary Scale*: The existing salary scale

*The Proposed Salary Scale*: The Salary Scale recommended by the Salaries Commission

*The New Salary Scale*: The Salary Scale as per Article 19 of this Agreement

Implementation

1. Conversion will be made on the point to point principle from the Actual Salary Scale to the New Salary Scale through the classification of posts proposed by the Salaries Commission. The Proposed Salary Scale shall be bypassed.

2. Conversion for those categories which have been upgraded in the Classification of Posts will be made as follows:-
Step 1: As per 1 above

Step 2: Employees concerned will, then be granted two increments (worth) in these salary scales.

Step 3: They will hereafter be converted in their respective higher salary scale on basis of the equivalent point or nearest higher point in the higher scale.

**Example:** Cargo/Airport Attendant

**Step 1:** First conversion is made on scale 4, i.e. 4,600 x 200 (7) – 6,000 x 250 (6) – 7,500

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3355</td>
<td>3555</td>
<td>3645</td>
<td>3755</td>
<td>3850</td>
<td>3940</td>
<td>4030</td>
<td>4140</td>
</tr>
<tr>
<td>2</td>
<td>4600</td>
<td>4800</td>
<td>5000</td>
<td>5200</td>
<td>5400</td>
<td>5600</td>
<td>5800</td>
<td>6000</td>
</tr>
<tr>
<td>3</td>
<td>4255</td>
<td>4375</td>
<td>4485</td>
<td>4620</td>
<td>4730</td>
<td>4865</td>
<td>4980</td>
<td>5100</td>
</tr>
<tr>
<td>4</td>
<td>6250</td>
<td>6500</td>
<td>6750</td>
<td>7000</td>
<td>7250</td>
<td>7500</td>
<td>7500</td>
<td>7500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>5225</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>7500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 2:** An employee drawing Rs 5,800 after application of Step 1 will be granted 2 increments.

i.e. 450 This will bring his salary to Rs 6,250

**Step 3:** He will then be converted to Salary Scale 5.

He will, therefore, draw Rs 6,250 in scale 5,200 x 200 (4) 6,000 x 250 (6) - 7,500 x 300 (4) - 8,700

**UPGRADINGS MADE FROM AMM5 TO AMM6.**

Adjustments shall be made to respect relativities existing' between salaries of Ramp Drivers, Tradesmen and Senior Attendants.

In this context, after application of Step 1 above, points 1 & 2 of AMM4 will be merged to Point 1 on scale AMM5. Likewise, the, same principle will apply for the other points.
21. **COMPENSATION FOR PUBLIC HOLIDAYS FALLING ON REST DAYS**

A shift employee whose rest day falls on a public holiday shall opt for 1 day's pay or 1 additional leave.

22. **COMPENSATION TO CARGO/AIRPORT ATTENDANT POSTED AT RODRIGUES.**

The UEAML, has proposed that Cargo/Airport Attendants posted at Rodrigues will be paid an allowance representing 15% of monthly salaries for the performance of the following "extra duties":

1. Cleaning of aircraft and airport.
2. Messengerial duties including cleaning of Air Mauritius buildings and premises
3. Refuelling of aircraft.

Management will conduct a field visit in Rodrigues and will subsequently hold negotiations with UEAML on this issue.

23. **BACKDATING**

The following agreement has been reached:

1. The salary structure will be implemented with effect from the 1st April 1996.
2. An all-inclusive allowance representing 5% of basic salaries will be paid for period 1st April 1995 to 31st March 1996.
3. Conditions of service will take effect from the 1st January 1997 except for the following which shall take effect as from the 1st April 1997:
   
   (a) Laundry Allowance of Rs 100
   (b) Night Allowance
   (c) Driving Allowance
   (d) Aircraft Toilet Servicing Allowance
   (e) Long Service Increment

4. All conditions of employment not expressly superseded by this agreement shall be maintained, unless established to be inconsistent or repugnant to any clause in this agreement.
Signed on behalf of AIR MAURITIUS LTD

A K GUJADHUR
DIRECTOR HUMAN RESOURCES

Date

Signed on behalf of UNION OF EMPLOYEES OF AIR MAURITIUS LTD

PRESIDENT

Secretary
SCHEME OF DUTIES

Ramp/Cargo Attendant

- The Airport Attendant reports to the Loading/Cargo Supervisor with regard to administration. On shifts he reports to the Shift Loading/Cargo Supervisor.

- loads and unloads pallets, containers and baggage trolleys.

- ensures that old labels are removed and sees to it that pallets, containers and trolleys are clean before.

- helps drivers with the locking/unlocking of pallets, dollies and trolleys.

- Does the building-up, breakdown of unit load devices and handling of bulk load.

- ensures that deadload is stowed in the appropriate ULDs/Trolleys.

- assists in connecting non-mechanical steps to aircraft.

- assists in proper storage of unit load devices, inclusive of securing and lashing for protection against local weather conditions.

- performs loading/unloading duties of bulk/containerised load as well as securing load as instructed by his Senior Attendant>Loading Officer.

- handles passenger baggage on arrival and departure.

- assists Loading Officer/Documents Officer with conveyance of aircraft documents/company mall.

- performs cleaning duties whenever requested.

- builds up ULDs (containers and pallets) as assigned.

- drives tractors and forklifts for proper handling of cargo.

- transfers transit shipments from PATS to the cargo shed.

- transfers perishable shipments from PATS to the cold room.

- assists in the screening of export mall bags at the terminal.

- reports to the Cargo Supervisor/Shift Supervisor Cargo for any irregularity with regards to equipments (forklifts –tractors etc).
- ensures general tidiness of the cargo compound and premises.
- reports immediately to the Shift Supervisor any damaged or pilfered shipment coming to attention.
- performs any related ramp and cargo duties wherever requested within airport perimeter.
SCHEME OF DUTIES

Senior Ramp Driver.

- carries out duties as Ramp Driver
- carries out the loading and unloading duties of all type of aircraft including cargo aircraft.
- drives equipment (e.g.) tractors, forklift conveyor belt, High-loaders, aircraft steps (lorry step) and other vehicles used on the ramp.
- ensures proper operation of internal devices, cargo nose door, lateral cargo doors, locking mechanisms, lashing including lashing of aircraft engine on 20ft pallets.
- loads and unloads vehicles from aircraft when required.
- is responsible for counterchecking ULDs identification numbers on loading/offloading.
- is responsible for loading/unloading of aircraft hold as assigned.
- assists loading Officers to carry out ULDs stock checks.
- carries out daily checks of ramp equipment serviceability.
- ensures proper storage of pallets/containers in container yard.
- ensures that wheels/tyres of ramp equipment are free of plastic, nets, ropes or other foreign objects.
- performs duties of Senior Attendant when required.
- Any other related duties.

09 July 1997
For each financial year the quantum of additional bonus, if any, shall be paid on the following basis.

(a) Where the company has sustained a loss, no additional bonus shall be paid.

(b) Where the Company has been profitable, the quantum shall be half a month or such higher bonus as may be determined by Mauritius Telecom.

(c) Where the Company has been profitable and the ratio profit/staff cost equals to or exceeds the average of the same ratio over the last 3 years, the quantum payable shall be equivalent to one month salary or such higher bonus as may be determined by the Company.