

EMPLOYMENT RELATIONS TRIBUNAL

AWARD

ERT/RN 16/12

Before:

Shameer Janhangeer	-	Vice-President
Christian Bellouard	-	Member
Jheenarainsing Soobagrah	-	Member
Hurryjeet Sooreea	-	Member

In the matter of:-

Central Water Authority Meter Readers Union

Applicant

and

Central Water Authority

Respondent

The *Central Water Authority Meter Readers Union* (the "*Applicant Union*") has applied to the *Tribunal* for the "implementation of a procedural agreement" in accordance with *section 51* of the *Employment Relations Act* (the "*Act*").

Mr Ayle Duval, the Secretary of the *Applicant Union*, deponed and stated that the Applicant Union was recognized in 2007, the new legislation came in 2008 and that there is a previous procedure agreement dating back to 1987. In August 2010, the *Applicant Union* and the *Union of Employees of the Central Water Authority* ("*UECWA*") forwarded a procedure agreement, following which there were discussions at a first meeting on 3 March 2011. On 28 April 2011, the parties agreed on the content of the procedure agreement and the amendments to be brought. On 16 February 2012, the Respondent made a final proposal which they have not worked on and this is tantamount to refusal to sign. The final proposal was different from the one agreed upon. Upon questions from the representative of the Respondent, Mr A. Duval notably stated that despite there being an agreement, they

did not sign the procedure agreement, the final draft forwarded was never discussed; they could not accept the final draft as it was and have come to the *Tribunal* to settle the matter.

Mr Yateendranath Ramkhelawon, Human Resource Manager at the *Central Water Authority* (the “CWA”), deponed and stated that discussions have been ongoing since 2008, there was a contention between the two unions at some point. Upon the two unions agreeing to separate recognition, discussions started all over again. In 2010, the Board in view of the new legislation had to come up with a procedure agreement with the unions and the model they based themselves upon would be that of the Civil Service which governs the public sector as a whole. There were discussions which did not materialise into a final agreement and management submitted a draft on 24 February 2012. They have not received any reactions since then. The CWA is prepared to sign the agreement on whatever propositions the union is making, they are prepared to discuss and come to a final agreement. The draft submitted by the CWA is a synthesis of the propositions made by the union previously, of the Civil Service model and also management own propositions. Upon questions from the representative of the *Applicant Union*, Mr Y. Ramkhelawon stated that the draft submitted by management is not a final draft and management is still awaiting the union’s reactions. According to him, he understands that the Civil Service model was submitted to the union.

The present application before the *Tribunal* has been made pursuant to *section 51(2)* of the *Act*, which provides:

51. Procedure agreements

(2) Where any party referred to in subsection (1) refuses to draw up and sign a procedure agreement within the specified period, the other party may apply to the Tribunal for the making of a procedure agreement by way of an award.

The evidence in relation to the parties’ stance to the drawing up and signing of a procedure agreement is most relevant in relation to the application. The Applicant himself has stated that there were discussions and there was a final draft submitted by the Respondent which the union did not agree to. As for the Respondent, despite them having submitted a draft to the union in February 2012, they are still awaiting the union’s proposals. Furthermore, it cannot go unnoticed as stated by the Respondent that they are prepared to sign the agreement on the union’s propositions as well as discuss and come to a final agreement.

The *Tribunal* also notes, despite the differences cited, the willingness of the parties to discuss in view of reaching a settlement to draw up and sign a procedure agreement which would demonstrate good faith in the collective bargaining process between the parties. The *Tribunal* would therefore urge the parties to reconcile their differences at the

earliest to enter into a procedural agreement in a spirit of harmonious employment relations.

However, it is clear that the CWA being the employer (and a party within *section 51(1)* of the Act) has not refused to draw up and sign a procedure agreement as is required under the aforesaid *section*.

There is therefore no cause for this application which is accordingly set aside.

(SD)Shameer Janhangeer
(Vice-President)

(SD)Christian Bellouard
(Member)

(SD)Jheenarainsing Soobagrah
(Member)

(SD)Hurryjeet Sooreea
(Member)

Date: 16 April 2012