

EMPLOYMENT RELATIONS TRIBUNAL

AWARD

ERT/RN 03/16

Before:

Rashid Hossen	–	President
Vijay Kumar Mohit	–	Member
Jay Komarduth Hurry	–	Member
Triboohun Raj Gunnoo	–	Member

In the matter of :-

Mrs Savita Ramkhelawon-Aneja

Disputant

And

Airports of Mauritius Co Ltd

Respondent

On 29 June 2015, Mrs Savita Ramkhelawon-Aneja (Disputant) reported to the President of the Commission for Conciliation and Mediation the existence of a labour dispute between herself and Airports of Mauritius Co Ltd (Respondent) as per Section 64(1) of the Employment Relations Act 2008 (Act No. 32 of 2008) as amended.

Conciliation meetings were held at the Commission and no settlement has been possible.

The Commission referred the labour dispute with the consent of the worker to the Employment Relations Tribunal for arbitration, in terms of Section 69(7) of the Employment Relations Act 2008 with the following Terms of Reference:

“Whether Mrs Savita Ramkhelawon-Aneja should be appointed as Procurement Administrator with effect from June 2013 or otherwise.”

According to the Disputant:

The Respondent instituted a private company, the Airport Terminal Operations Ltd (ATOL) in the wake of the SSR International airport expansion project.

An agreement was drawn in between the two entities in relation to the secondment of Respondent personnel to ATOL.

Since 11 February 2002 up to 22 June 2003 Disputant was posted as Airport Security Officer at the Respondent.

From 23 June 2003 to 11 November 2003, she was posted as Customer Service Agent.

From 12 November 2003 to 30 September 2011 she was promoted to the post of Personal Assistant.

While being a Personal Assistant, she also held the responsibilities of the Secretary to Tender Committee as from 30 August 2006 to 28 February 2013.

From 01 October 2011 to 28 February 2013 she was Acting Senior Procurement Officer.

On the 20 February 2013, Disputant received a letter from Respondent Management offering her the position of Procurement Administrator (on secondment at ATOL) on three months probation, and upon successful completion of the probationary period, she would be considered for confirmation in the said position.

On the 26 February 2013 Disputant received a second letter from Respondent Management informing her that should her position be formalized jointly by Respondent and ATOL, she will resume duty at Respondent after her secondment in that same formalized position.

On the 27 February 2013, Disputant wrote a letter to Respondent Management to confirm acceptance of her appointment in the capacity of Procurement Administrator.

On the 01 March 2013 she joined ATOL as Procurement Administrator.

On the 04 September 2013 she received a letter from Respondent Management informing her that her secondment at ATOL in the capacity of Procurement Administrator will be on a full-time basis.

On the 26 February 2014 Disputant addressed an email to Respondent to inform them that she is not drawing the salary of Procurement Administrator and the corresponding benefits. No reply was received.

Later, she was verbally informed by the HR Department that the position of Procurement Administrator does not exist at Respondent and same will be catered for in the "Review of Salaries & Terms and Conditions of Employment". Thereafter the Respondent would revise her salary and related benefits.

The provision for this new position was indeed made as per the "Report on Errors, Anomalies and Omissions" dated 03 February 2014. However, Disputant's salary is not revised as promised.

On the 26 August 2014, the CEO of ATOL submitted a report on the Disputant's work performance to the CEO of Respondent, thereby recommending her appointment. She was verbally informed of same by the CEO of ATOL.

Disputant's situation being still the same, she apprised the Labour Office of Curepipe of the issue on the 30 December 2014.

On the 28 January 2015, Disputant wrote a letter to the recently appointed Chairman of the Board to request a remedy of her situation.

Disputant was convened by the Labour Office for a meeting together with representatives of Respondent and ATOL on the 25 February 2015. The Respondent's representative informed that Respondent Management has decided to advertise the post of Procurement Administrator internally.

The Labour Office therefore advised Disputant in the circumstances to write to the Commission for Conciliation and Mediation because her rights are being infringed. She lodged the present dispute.

Disputant verbally requested the Chairman of the Board to review her case as she was being penalized unjustly in spite of her total dedication to her work, where she is called upon to report on all procurement activities of ATOL at the Board Monitoring Committee, Executive meetings and even attend Board subcommittee meetings whenever required. Disputant was verbally informed

that management will look into the matter again. However, till date, management has not officially reverted to her.

- Till now Disputant is not drawing the salary of Procurement Administrator. She is paid the basic salary of Personal Assistant (a position which she has occupied up to 30 September 2011) and an acting allowance for Senior Procurement Officer (being paid since 01 October 2011).
- End-of-year bonus, passage benefit, refund of unutilised local and sick leaves, performance bonus for years 2013, 2014 and 2015 are being calculated as per her basic salary of Personal Assistant.
- She has not been paid the annual salary increment in January 2014, January 2015 and January 2016.
- There are no adverse reports on her work performance.
- Disputant is the only person responsible for procurement at ATOL.

On the basis of the above, Disputant humbly prays the Tribunal for an award ordering the Respondent to regularize her posting as per the present terms of reference.

After considering the Statements of Case and documents filed on behalf of both parties the Tribunal invited both Counsel to consider conciliating the parties.

On 28 June 2016 the Tribunal was pleased to be apprised that such endeavour reached a happy ending. Both parties came to an agreement and have moved for an award accordingly.

The agreement reads as follows:-

In the light of the point in dispute of the Disputant and having regard to the circumstances surrounding the case, the Respondent is making a proposal which is being accepted by the Disputant to the effect that given that the post of Procurement Administrator has been included in the organizational structure of Respondent as from February 2014 only, further to the publication of the Hay Group Report on Errors, Anomalies and Omissions for Respondent and given that the Disputant has been the Secretary to the Tender Committee of Respondent from end of August 2006 to the end of February 2013 and Acting Senior Procurement Officer at Respondent from the 1st of October 2011 until the end of February 2013 and, thereafter, seconded to ATOL as Procurement Administrator in her capacity as Acting Senior Procurement Officer of Respondent, the Disputant will undergo an internal assessment, in line with the provision of paragraph 11.1.2 of the Terms and Conditions of Employment at Respondent prior to any promotion as Procurement Administrator being given to her and same shall become effective as from the beginning of August 2016 in full and final satisfaction of any claim whether past, present and future which the Disputant had, has or may have against Respondent in relation to the present dispute.

The Tribunal awards in terms of the signed agreement.

(Sd) Rashid Hossen
(President)

(Sd) Vijay Kumar Mohit
(Member)

(Sd) Jay Komarduth Hurry
(Member)

(Sd) Tribhoon Raj Gunnoo
(Member)

8 August 2016