

EMPLOYMENT RELATIONS TRIBUNAL

AWARD

ERT/RN 93/17

Before

Rashid Hossen	-	President
Marie Désirée Lily Lactive (Ms)	-	Member
Rabin Gungoo	-	Member
Ghianeshwar Gokhool	-	Member

In the matter of:-

ERT/RN 93 /17–

Syndicat des Travailleurs Des Etablissements Privés (Disputant)

And

Grewals Mauritius Ltd (Respondent)

This is a referral of disputes for voluntary arbitration under Section 63 of the Employment Relations Act 2008, as amended. The Syndicat des Travailleurs Des Etablissements Privés (Disputant) and Grewals Mauritius Ltd (Respondent) met with deadlock in their talks over wage levels and conditions of work. On 17th July 2017, following advice from the Commission for Conciliation and Mediation, the parties referred the disputes to the Tribunal.

In its power to exercise its jurisdiction in such manner so as to enable the parties to the proceedings to avail themselves of the possibilities for further conciliation and mediation, the Tribunal invited the parties to further talks.

Indeed, after intensive and laborious negotiations over a relatively long lapse of time under the constant supervision of the Tribunal, the parties finally and happily reached an agreement and which is as follows:-

AGREEMENT

Between

Syndicat des Travailleurs des Etablissements Privés (STEP)
(hereinafter referred to as the “**Union**”)

And

Grewals Mauritius Ltd
(hereinafter referred to as the “**Employer**”)

PREAMBLE

- A. The Union represents the bargaining unit consisting of operatives of the Employer (hereinafter referred to as the “**Employees**” or “**Employee**”)
- B. The Union and the Employer started negotiations in or about April 2016 in relation to the renewal of the collective agreement which expired in or about February 2016.
- C. On or about 5th August 2016, the Union reported the existence of a labour dispute to the Commission for Conciliation and Mediation (hereinafter referred to as the “**CCM**”) under section 64(1) of the Employment Relations Act 2008. The terms of the dispute consisted of 17 items.
- D. On the 7th June 2017, the CCM reported that all points in dispute remained unresolved and advised the Parties to refer the dispute for voluntary arbitration.
- E. An agreement dated 17 July 2017 was signed between the Parties resolving some of the items of dispute and referring the remaining unresolved issues to the Employment Relations Tribunal (hereinafter referred to as “**ERT**”) by virtue of section 63 of the Employment Relations Act 2008.
- F. Fourteen items in dispute were referred to the ERT.
- G. Both Parties requested the ERT to assist them in reaching a settlement.

H. The Parties have communicated with each other, and in the light of discussions and negotiations held, they have mutually reached the present agreement in relation to all items in dispute described below.

IT HAS THEREFORE BEEN AGREED AND COVENANTED AS FOLLOWS:

Item 1. Whether the company shall restructure wages on the basis of grading and years of service or otherwise

1.1. The Union has agreed to withdraw this item since the Employer will review salary on a case to case basis.

Item 2. Whether punctuality bonus be increased to 10% or otherwise

2.1. The Parties have agreed to increase by 10% the quantum of the punctuality bonus applicable to each Employee and to keep unchanged all other criteria in relation to lateness and absence deductions as set out below:

- (i) less 20% of the bonus, if more than 15 minutes of lateness is accumulated over a month;
- (ii) less 40% of the bonus, if more than 30 minutes of lateness is accumulated over a month;
- (iii) less 100% of the bonus, if more than 45 minutes of lateness is accumulated over a month;
- (iv) less 20% of the bonus for any absences, whether local or sick leave.

Item 3. Whether company Employees should be eligible of discount/credit while purchasing company's product or otherwise

3.1. The Employer shall grant to the Employees a 7.5% discount on purchase of materials manufactured by the Employer, subject to the conditions set out below:

- (i) 6 months credit facilities for repayment of materials purchased;
- (ii) The purchase of materials shall be solely for the Employee's own personal use, limited to the construction, renovation, repairs or improvement of his house;
- (iii) The Employer shall be authorised to visit the site where works are being carried out; and

- (iv) The Employer may deduct any unpaid amount from the Employee's remuneration provided that any such deduction does not exceed half of the remuneration paid to the Employee for any pay period.

Item 4. Whether sawing bonus should be increased to 0.25 cents each centimetre or otherwise

- 4.1. The Parties have agreed to increase the sawing bonus from 0.012 cts per mt/cm to 0.017 cts per mt/cm.

Item 5. Whether Employees involved in the preparation of order be eligible to 25 cts per metre or otherwise

- 5.1. The Union has agreed to withdraw this item which might be reconsidered in the next negotiation.

Item 6. Whether the company should maintain special leave in respect of wedding of son, daughter, brother, sister or otherwise

- 6.1. The Union has agreed to withdraw this item. The special leave as set out in the Collective Agreement dated 28th February 2014 shall remain applicable.

Item 7. Whether milk be provided to each Employee or otherwise

- 7.1. The Parties have agreed on a monthly allowance of Rs100.00 per Employee in lieu and stead of providing milk.

Item 8. Whether toilet soap be increased to six or otherwise

- 8.1. The Employer shall offer to the Employees four toilet soaps of 150 g per month.

- 8.2. The Union agrees to the said offer in full and final satisfaction. This item 8 is no longer in dispute.

Item 9. Whether an Employee be eligible to an increase of 50% to his/her subsistence allowance as from 18hrs

9.1. The policy of the Employer was to provide a meal to any Employee working after 18h30 given the nature of the work performed by the Employees and as provided by law.

9.2. The Union has agreed to leave the meal policy unchanged that is a meal is provided by the employer for any overtime exceeding 2hrs after normal hours (i.e. after 18h30).

Item 10. Whether death gratuity be equivalent to over and above what an Employee is eligible, 15+ 7 days wages per year of service or otherwise

10.1. The Union has agreed to remove this item. The relevant provision of the Employment Rights Act in relation to death gratuity shall apply.

Item 11. Whether an Employee retiring on medical grounds be eligible of 15 + 7 days wage per year of service or otherwise

11.1. The Union has agreed to remove this item. The relevant provision of the Employment Rights Act in relation to retirement on medical grounds shall apply.

Item 12. Whether an Employee travelling to Rodrigues be eligible of overseas leave or otherwise

12.1. In accordance with paragraph 1.4 of the agreement dated 17th July 2017, the Parties have already agreed to include travelling to Rodrigues as leave under “overseas leave”.

12.2. Both Parties state that the present item has already been resolved and is no longer in dispute.

Item 13. Whether a cleaner be posted to clean metal sheet toilet to keep it in good sanitary condition or otherwise

13.1. The Employer has already employed a cleaner, one Mr Jean François Palmyre, and entrusted him the duty of cleaning metal sheet toilets. The Employee declares that the necessary materials are provided for the upkeep of those facilities.

13.2. The Union declares being satisfied with the maintenance and upkeep of the toilet facilities and agrees that the present item is no longer in dispute.

Item 14. Whether all Employees shall have lunch and tea time at the same time or otherwise.

- 14.1. The Employer agrees to the demand of the Union to set up a unique time for tea and lunch breaks for all Employees instead of two different times on the following grounds:-
- 14.2. All Employees shall strictly abide to the working hours, which are:
- (i) from 7:30 am to 16:30 pm from Monday until Friday; and
 - (ii) from 7:30 am until 12:00 pm on Saturdays.
- 14.3. The time schedule for tea and lunch breaks shall be as follows:-
- (i) Tea break AM 9:30 until 9:40 (10mins);
 - (ii) Lunch break AM 11:30 until 12:05 (35mins);
 - (iii) Tea break PM 14:30 until 14:40 (10mins).
- 14.4. An alarm ring will be installed to call the start and end of work as well for the start and end of tea and lunch breaks.
- 14.5. It is understood that all orders of clients and service which have started to be handled prior to the break should continue until preparation of order is completed and the goods have been dropped at the delivery bay and/or loaded on the client's transport.
- 14.6. In case the supervisor estimates that preparation of an order and service to client is likely to take more than 15 minutes from the start of the tea break or lunch break, another team will be asked to take over this task or if no team is available then the task will be put on hold until everyone has taken their break to continue this same task.
- 14.7. The Employee or team who has continued work during normal time of break should inform their supervisor when done and be provided with their break duration from there on.
- 14.8. It is agreed by both Parties that the new system shall be effective as from the date of signature of the Agreement.
- 14.9. In the event the Employer is not satisfied at any consequent time with the functioning of this unique time of tea and lunch break or in case any unforeseen situation arising in future and that is in favour of good running

of business and client service, the Employer shall have consultation with the Union.

On the 4th of May 2018, both parties ratified their agreement and moved for an award accordingly.

The Tribunal awards as per the terms of the agreement.

SD Rashid Hossen
President

SD Marie Désirée Lily Lactive (Ms)
Member

SD Rabin Gungoo
Member

SD Ghianeshwar Gokhool
Member

25th May 2018