

**PERMANENT ARBITRATION TRIBUNAL****AWARD**

*RN 829 – Plaisance Air Transport Services Staff Union  
and  
Plaisance Air Transport Services Ltd.*

**Before**

<b>Rashid Hossen</b>	-	<b>Ag President</b>
<b>Binnodh Ramburn</b>	-	<b>Member</b>
<b>Masseelamane Goinden</b>	-	<b>Member</b>

The Minister of Labour, Industrial Relations and Employment referred this matter to the Permanent Arbitration Tribunal for compulsory Arbitration in accordance with **Section 82 (1) (f) of the Industrial Relations Act 1973**, as amended.

The Terms of Reference are as follows:-

Whether the salary structure as laid down in paragraph 1 of the Collective Agreement as per annex should be -

- (i) updated to consolidate all prescribed additional remuneration up to July 2000
- (ii) then increased by 18% with effect from 1.10.2000; and
- (iii) further be increased by 25% with effect from 1.10.2003 inclusive of the prescribed additional remuneration for July 2001 and 2002, or otherwise

2. Whether the Classification Table of posts should be as per follows:

**Group 1** Senior Administration Officer (HR -PGS)  
 Senior Accounts Supervisor  
 Operations Executive  
 Sales Executive  
 Chief Warehouse Officer  
 Chief Customs Clearing Officer

**Group 2** Administration Officer (HR - PGS)  
 Operation Team Supervisor  
 Senior Customs Clearing Officer  
 Accounts Supervisor  
 Senior Warehouse Officer  
 Senior Transport Officer

**Group 3** Chief Clerk

- Accounts
- Administration - HR - PGS
- Warehouse
- Customs Clearing

Transport Officer  
 Senior Sales Coordinator  
 Chief Customs Clearing Clerk  
 Senior Operations Coordinator

**Group 4** Senior Clerk

- Accounts
- Administration
- Warehouse
- Operations
- Transport
- Customs Clearing

Senior Sales Coordinator  
 Senior Operations Clerk

**Group 5** Clerk

Accounts  
 Transport  
 Administration HR - PGS  
 Warehouse  
 Sales  
 Customs Clearing  
 Operations

3. Whether a meal allowance of Rs 80 should be paid whenever a worker is required to perform work beyond 19.00 hrs on week days and beyond noon on Saturdays, Sundays and Public Holidays, or otherwise.

4. Whether the night allowance should be paid on the basis of 4% of basic salary with effect 1.10.2000, or otherwise.

5. Whether the employee of the Company should benefit from vacation leave as per the following scheme:

After 5 years of service	20 working days with pay
After 10 years of service	30 working days with pay

(Such leave to be used for the purpose of spending vacation overseas, or otherwise).

6. Whether employees sitting for examination relevant to his post/job should be granted 2 days leave for revision purposes prior to examination or otherwise.

7. Whether the employer should pay a death gratuity of Rs 5000, or otherwise.

8. Whether an employee should accumulate passage benefit on the basis of 8% of his Annual Wages and whether he may use such passage benefits for the purpose of overseas travel (including Rodrigues) to cover tickets and passage money for himself, spouse and/or children or otherwise.

9. Whether the employer should issue, in addition to protective equipment already issued, one pullover or jacket and two pairs of shoes to male workers, or otherwise.

10. Whether all the other conditions of employment, as laid down in the annexed collective agreement, should remain unchanged.

Agreement has been reached between parties as follows:

## 1. Classification

1. The employees of the Company shall be classified as follows:-

**Group 1** Senior Administration Officer. (HR – PGS)  
 Senior Accounts Supervisor  
 Operations Executive  
 Sales Executive  
 Chief Warehouse Officer  
 Chief Customs Clearing Officer

**Group 2** Administration Officer. (HR-PGS)  
 Operation Team Supervisor  
 Senior Customs Clearing Officer  
 Accounts Supervisor  
 Senior Warehouse Officer  
 Senior Transport Officer

**Group 3** Chief Clerk

- Accounts
- Administration HR-PGS
- Warehouse
- Customs Clearing

Transport Officer  
 Senior Sales Coordinator  
 Chief Customs Clearing Clerk  
 Senior Operations Coordinator

**Group 4** Senior Clerk

- Accounts
- Administration
- Warehouse
- Operations
- Transport
- Customs Clearing

Senior Sales Coordinator  
 Senior Operations Clerk

**Group 5**

## Clerk

- Accounts
- Transport
- Administration HR-PGS
- Warehouse
- Sales
- Customs Clearing
- Operations.

2. The employees in post have been classified as per agreement with the individual employees.
3. The Job Evaluation and Grading Committee composed of representatives of the employees and of the employer shall henceforth update the job guidelines and consider all grading claims based on job guidelines.

**2. Salary System**

1. Employees classified as per paragraph 2 shall be paid salaries starting as per following initial points:

	<b>June 2000</b>	<b>Oct 2000</b>	<b>Jul 2007</b>
<b>Level 5</b>	<b>5,100</b>	<b>5,508</b>	<b>6,900</b>
<b>Level 4</b>	<b>6,415</b>	<b>6,928</b>	<b>8,625</b>
<b>Level 3</b>	<b>8,150</b>	<b>8,802</b>	<b>10,760</b>
<b>Level 2</b>	<b>9,970</b>	<b>10,768</b>	<b>12,650</b>
<b>Level 1</b>	<b>12,170</b>	<b>13,144</b>	<b>14,940</b>

Above are inclusive of Cost of Living Compensation for July 2000 and July 2007 respectively. Each year above minimum salaries shall continue to be increased by the prescribed additional remuneration until they are subjected to the agreed periodical reviews.

2. Whenever an employee moves from one level to a higher level his salary shall be increased by not less than 6%. This shall be applied to all employees who have been upgraded since the 1<sup>st</sup> October 2000.
3. With effect from the 1<sup>st</sup> October 2000 and up to July 2006, every employee shall draw a yearly salary increase as laid down below. This increase shall be referred to as the guaranteed minimum yearly increase.

**Notes** - Those who have performed their works above the satisfactory standard shall draw a salary increase of up to 7%.

Management proposal is to apply the increase on the variable (bonus).

4. In settlement of the case resting with the Permanent Arbitration Tribunal parties have come to the following agreement:-

Employees of the Company as at 30 September 2000 will have their salaries increased as follows:-

1<sup>st</sup> October 2000 by 8%

1<sup>st</sup> October 2001 by 5%

1<sup>st</sup> October 2002 by 5%

(Above are inclusive of prescribed additional remuneration)

1<sup>st</sup> October 2003 by 3.5%

1<sup>st</sup> October 2004 by 3.5%

1<sup>st</sup> July 2005 by 3.5%

1<sup>st</sup> July 2006 by 3.5%

(Increases for year 2003 to 2006 are exclusive of prescribed additional remuneration)

In case the salary of the employee on the 1<sup>st</sup> October/1<sup>st</sup> July (whichever applicable) of any of the abovementioned years exceeds the amount calculated as per above example for that year, the calculation of the increase for the next year shall be made on such higher salary. The principle of whichever is higher shall always be applied.

Payment of arrears shall be effected as per annexed I.

Applied increases take into consideration all other back payment, except promotional increases.

### **3. Payment of Remuneration.**

Payment of salary shall be effected two clear days before the end of the month.

### **4. Extra work and Overtime**

#### **For non-shift employees**

1. All work done in excess of stipulated hours on any working day shall be remunerated on basis of: *Basic monthly salary x 0.01 x 1.16*
2. Work performed on Sundays and Public Holidays shall be remunerated on basis of:- *Basic monthly salary x 0.01 x 1.54.*

3. All work done on the 25<sup>th</sup> December – 1<sup>st</sup> and 2<sup>nd</sup> January shall be remunerated on basis of *Basic monthly salary x 0.01 x 2.50*

## 5. Bonuses.

### 1. End of Year Bonus

An end of year bonus equivalent to one month's basic salary shall be paid to all employees, except where a remuneration order is applicable.

### 2. Special Bonus

Every employee shall be paid a special bonus in November in each year depending on the financial situation of the Company. Payment thereof will be linked to the Performance Management System.

## 6. Allowances

### 1. Meal Allowance

A meal allowance of Rs 50 is being paid since the 1<sup>st</sup> October 2000 whenever a worker is required to perform work beyond 19.00 hrs on weekdays and after noon on Saturday, Sunday and on any Public Holiday. A survey will be made for its review effective from 1<sup>st</sup> October 2007.

### 2. Shift Allowance

Employees working on shift shall be compensated by Rs800 effective 1998. Such amount shall be integrated in the salary of the employees. Some employees have already benefited from such an integration. Others not. Such an integration shall be effected from 1<sup>st</sup> October 2000 on an hypothetical basis. The new integrated salary will be paid as from the 1<sup>st</sup> October 2005.

## 7. Leaves.

### 1. Annual Leave

1. Every employee shall – after the completion of 12 consecutive months service – be entitled to 17 days annual leave.

2. A maximum of 12 days annual leave shall be carried forward over a period of 2 years for special occasion like marriage, travel overseas, etc.

## **2. Sick Leave**

1. Every employee shall, after completion of 12 consecutive months' service be entitled to 21 days' sick leave on full pay on ground of illness.
2. A worker, who absents himself on ground on illness shall notify his illness to the employer on the first day of his absence, if possible before 10.00 a.m.
3. A worker who remains sick for more than 4 days, shall forward a medical certificate so as to reach his employer not later than 10.00 a.m. on the fifth days of his absence.
4. In case of prolonged illness an additional 15 days leave on half pay shall be granted in respect of any time which is wholly spent in a clinic or hospital and certified by a medical practitioner of the clinic or hospital as necessary for the recuperation.
5. The employer shall, at his own expense, cause a worker who is absent on ground of illness to be examined by a medical practitioner.

## **3. Special Leave**

Employee shall be entitled to the following:

1. 1 week leave with pay on the occasion of his marriage (one wedding only)
2. 2 days leave with pay for the death of spouse, child, father, mother, brother and sister.
3. 2 days leave on the occasion of the birth of his child.

## **4. Vacation Leave**

Every employee shall be entitled to the following:

After 5 years of service	22 working days with pay
Every subsequent 10 years	27 working days with pay



Inclusive of the annual leave of the year during which the vacation leave is taken.

### **5. Maternity Leave.**

A female worker may absent herself from work with full pay:

1. During pregnancy when she produces a medical certificate to the effect that the confinement is likely to take place within the next 6 weeks.
2. For a period of 6 weeks following her confinement.
3. Or 12 weeks after confinement if item (a) is not applied.
4. Employees who have had already 3 confinements will be entitled to 12 weeks leave without pay.

### **6. Study Leave**

When an employee is studying a subject relevant to his job, the management may consider on a case-to-case basis to grant him/her days leave for revision purposes prior to examinations, as is already the current practice.

Over and above that, employees will be entitled to one day revision leave per examination provided the examination is relevant to the employee's job.

### **8. Transport**

A Transport Allowance paid in 1995 in lieu of salary increase shall be kept on a personal basis.

The Company shall continue to provide transport facilities from pick up points to place of work and back. Where an employee has to travel by bus to the pick up point, he will be refunded travelling expenses made.

Existing facilities for shift employees remain unchanged.

### **9. Uniforms**

1. The employer shall provide:
  1. Female Employees (every 18 months).

## Options

1.
  - (a) 3 shirts and 1 pant
  - (b) 2 skirts and 2 pants
  - (c) 4 skirts
  - (d) 3 skirts and 1 dress
  - (e) 2 skirts and 2 dresses
  - (f) 2 skirts, 1 pant and 1 dress
  
2.
  - (a) 3 blouses and 2 spencers
  - (b) 5 blouses
  - (c) 5 spencers
  
3.
  - (a) 1 jacket

## 2. Male Employees (every 12 months):

- (a) 3 pants
- (b) 5 shirts
- (c) 2 ties
- (d) 1 pair of shoes
- (e) 1 jacket

2. A committee set up by the Company and composed of 2 representatives of the Employer and 2 representatives of the Union shall deal with all questions related to quality of stuff, style of uniform and date of issue etc.
3. Uniforms shall be issued in September of each year and it is understood that the committee set up as per 2 will have to complete its work at latest in March.

**10. Other Benefits.****1. Pension Benefits.**

A new pension scheme has been introduced since October 2001 in replacement of the previous one and is referred to as the Rogers Money Purchase Retirement Fund. The Rules are herewith annexed.

The pension benefits under the new scheme will not be less favourable than in the previous one. Any employee who has not opted to join the new scheme shall be paid his/her pension benefits as per the previous Scheme by the Company.

**2. Early Retirement**

An employee may retire 10 years preceding the normal retirement date provided he has 10 years of pensionable service. He is entitled to a reduced pension.

**3. Leaving employment**

With the agreement of the Company an employee leaving his employment may be paid his withdrawal benefits provided he has not completed more than 5 years service.

**4. Pension to heirs**

If an employee dies while in the employment of the Company before retirement date his dependents will receive benefits as per the new Pension Scheme.

**5. Total and Permanent Disablement**

Employee shall draw benefits as per annexed scheme.

**6. Death gratuity**

The Company shall pay a death gratuity of Rs 5,000 to the spouse of a deceased employee or to the person who has defrayed the funeral expenses of the employee.

**7. Passage Benefits**

The request of the Union for a passage benefit shall be considered at a later stage.

**11. Insurance Cover and Pension Scheme**

The employee shall be entitled to an insurance cover on a 24-hour basis.

**12. Wedding Gift**

A gift of Rs3,000 shall be granted to an employee on the occasion of his/her marriage (one wedding only).

**13. Job Descriptions**

Every employee shall be covered by a job guideline. This should be finalised with the Union and annexed to the collective agreement at a later stage.

**14. Duration**

This agreement is deemed to have been reviewed in October 2000 and in October 2003. It will last until the end of June 2006.

On 6<sup>th</sup> November 2006, the parties submitted a draft agreement.

On 1<sup>st</sup> August 2007, a further draft agreement was filed and this led to a confusion.

In order to make good the incidental omission to award in terms of the agreement of the 1<sup>st</sup> August 2007, the Tribunal declares, by virtue of **section 88(3) of the Industrial Relations Act 1973** as amended, that the latter agreement (1<sup>st</sup> August 2007) supersedes any previous one and awards accordingly.

**Rashid Hossen**  
**Ag. President**

**Binnodh Ramburn**  
**Member**

**Masseelamanee Goinden**  
**Member**

**Date: 19<sup>th</sup> November, 2007**