



Republic of Mauritius

Annual Report

Employment Relations Tribunal

Year 2016

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Note from the President

Note from the President

The past year has indeed been a challenging and no less satisfactory one. The Tribunal is pretty much achieving its targets in case management and exigencies to handle industrial disputes diligently as required by law.

The three trainees who joined us under the Youth Employment Programme (YEP) brought a tremendous contribution in the registry department as well as during Tribunal's hearings. I would have wished that this exchange of learning/contribution be extended.

On a negative, if not realistic note, the lethargy in Civil Service administration has led to a reduction of staff particularly in the area of shorthand writers and I fear that this may impact unfavourably on the normal day to day business of the Tribunal. In the same breath, the renewal of the members on the Bench is long overdue. Let us hope that those responsible do heed.

To the Vice-Presidents, members of the Tribunal and members of the staff, I would say a big thank you for the good work achieved despite limited means.

Rashid Hossen

Mission

To provide an efficient, modern, reliable and rapid means of arbitrating and settling disputes between workers or trade unions of workers and employers or trade unions of employers so that peace, social stability and economic development are maintained in the country.

Vision

To be the expert tribunal for the settling of industrial disputes.

Composition of the Tribunal



PRESIDENT

Abdool Rashid HOSSEN, LLB (Hons) (Buckingham), Barrister (Middle Temple) was called to the Bar in 1981. He joined the Civil Service as Crown Counsel at the Attorney-General's Office in 1983. He was appointed District Magistrate in the Judicial Department in 1984 and promoted Senior State Counsel at the Attorney General's Office in 1991. He has been Chairman of the Prison Board of Visitors in 1990 and 1991 and was promoted Senior District Magistrate in 1993. He was the Returning Officer for the 1991 Legislative Assembly Elections. Mr. Hossen was a Magistrate of the Intermediate Court during the period 1991 to 2002. In 2002, he was appointed Vice President of the Permanent Arbitration Tribunal. In 2003, he was appointed President of the Civil Service Arbitration Tribunal. He became a Member of the Commonwealth Magistrate and Judge Association in 2004 and was appointed President of the Permanent Arbitration Tribunal in 2008. He is since 2009 a Member of the Approved List of Arbitrators of the Mauritius Chamber of Commerce & Industry Arbitration Court. With the establishment of the Employment Relations Tribunal in 2009,

Mr Hossen was appointed President. He is an Associate of the Chartered Institute of Arbitrator (UK) since 2010. In 2012, he was appointed Chairman of the Fact Finding Committee set up by the Government of Mauritius to inquire into and recommend on Security Access to Prisons. As from 2012, he is also a Member of the International Council for Commercial Arbitration. Member of the International Labour and Employment Relations Association (2014).

Mr Hossen has read Private International Law (Hague Academy of International Law) (Holland) (1980). He followed a Course on American Legal System in New York and Washington D.C. Sponsored by United States Information Service (USA) (1987). He attended an Advanced Course on Technical Aspects of Legal Drafting at the International School of Bordeaux (France) (1992). He did a study tour on Judicial Administrative Tribunals (Italy) (1996). He attended UNDP's Seminar on the Australian Legal System (Australia) (2000). He attended a Conference organized by the Commission for Conciliation,

Mediation and Arbitration (CCMA) in collaboration with the International Labour Organization (ILO) on Regional Cooperation regarding Labour Dispute Resolution and Prevention (South Africa) (2005). He attended a seminar on Arbitration Chaired by Ben Beaumont Arbitrator from Hong Kong organized by the Mauritius Chamber of Commerce (Mauritius) (2010). He participated at the International Council for Commercial Arbitration Congress on "Arbitration & Other forms of Dispute Resolution" (Brazil) (2010). He attended the International Council for Commercial Arbitration Conference on "Arbitration and the next 50 years" (Switzerland) (2011). He participated at the International Conference of the Chartered Institute of Arbitrators (UK), European Branch on "Arbitration in Europe" (Spain) (2012). He also participated at the Basel, Swiss Arbitration Conference (Switzerland) (2013). Attended the International Conference on "Modernising Labour Law in 21st Century" (South Africa) (2014). Attended the Annual Labour Law Conference on "The Changing Face of Labour Law: Tensions and Challenges" (South Africa) (2014).

In 2015, Hon. Rashid Hossen attended the IBA Employment and Discrimination Law Conference in Italy and the 17th ILERA World Congress On “The Changing World of work: “Implications for Labour and Employment Relations and Social Protection)” in Cape Town, South Africa. In 2016, he attended the CIETT World Employment Conference in New Delhi India.

VICE-PRESIDENTS

Indiren SIVARAMEN, LLB (Hons), MBA (Finance) (University of Leicester), FCI Arb, Barrister was called to the Bar in 1996. He practised at the Bar from 1996 to 1999. He was also acting as Legal Consultant for International Financial Services Ltd from 1998 to 1999. He joined the Civil Service in 1999 as Temporary District Magistrate and was appointed District Magistrate in 2000. In 2003, Mr Sivaramen was appointed Senior District Magistrate. He was also a part-time lecturer at the University of Mauritius from 2005 to 2007. He was the Returning Officer for Constituency No. 20 for the National Assembly Elections in 2005. After a brief span as Legal Counsel for Barclays Bank PLC, Mauritius Branch and Barclays Bank (Seychelles) Ltd in 2006, he occupied the post of Vice-Chairperson at the Assessment Review Committee from 2006 to 2010. In February 2010, he was appointed as Vice-President of the Employment Relations Tribunal.



Shameer JANHANGEER, LLB (Hons) (London), MBA (Business Finance), Barrister (Lincoln's Inn) MCI Arb was called to the Bar in the U.K. in 1999. He also holds a LLM in Law and Economics from Queen Mary University of London. After shortly practicing at the Bar, he joined the service as State Counsel at the Attorney-General's Office in 2002. In 2004, he joined the Judiciary as Acting District Magistrate and was later appointed as same. He was Deputy Returning Officer for Constituency No. 6 at the National Assembly Elections in 2005. He chaired a Board of Assessment in 2007 and upon returning to the Attorney-General's Office, he was appointed Senior State Counsel in 2007. In 2009, he was appointed Temporary Principal State Counsel at the Attorney-General's Office/Office of the Director Of Public Prosecutions. In June 2011, Mr. S. Janhangeer joined and was appointed as Vice-President of the Employment Relations Tribunal. He is also a member of the Commonwealth Magistrates' Association and (CMJA) Judges' since 2013 and the International Council for Commercial Arbitration (ICCA) since 2015.



Members of the Tribunal

Representatives of Workers

1. Mr Sounarain Ramana
2. Mr Ramprakash Ramkissen
3. Mr Raffick Hossenbaccus
4. Mrs Esther Hanoomanjee
5. Mr Vijay Kumar Mohit

Representatives of Employers

1. Mr Rabin Gungoo
2. Mr Denis Labat
3. Mrs Rajesvari Narasingam Ramdoo
4. Mr Jay Komarduth Hurry

Independent Members

1. Mr Triboohun Raj Gunnoo
2. Mr Khalad Oochotoya
3. Mr Georges Karl Louis
4. Mr Renganaden Veeramootoo

Employment

Promotion and Protection Division

Members

1. Mr Arassen Kallee
2. Mr Ali Osman Ramdin

Staff List

1. Mrs BUXOO Farozia	Office Management Executive
2. Mr KOONJUL Krishna	Office Management Executive
3. Mrs BABYLONE Priscille	Finance Officer / Senior Financial Officer (Part –Time Posting – ERT)
4. Mrs FOONDUN Razia	Human Resource Executive
5. Mrs SOHAWON Rassool Bibi	Senior Shorthand
6. Mrs WAN CHUN WAH Chong How Rosemay	Shorthand Writer
7. Mrs TOOFANY Bibi Ansoo	Confidential Secretary
8. Mrs DOSIEAH Deeneshwaree	Confidential Secretary
9. Mrs MOSAHEB Ruksana	Confidential Secretary
10. Mrs LUCHMUN Dhanwantee	Management Support Officer
11. Mrs LABONNE Mary Joyce	Management Support Officer
12. Mrs PATANSINGH Jayshree	Management Support Officer
13. Miss CHANDUL Ashwani	Management Support Officer
14. Miss GARRIB Pehnaz Ambaree	Management Support Officer
15. Mr BHUGALOO Mohammud Naguib	Head Office Auxiliary
16. Mr MOHUN Purmessursingh	Office Auxiliary

Trainees under Youth Employment Programme

1. Miss SOCKALINGUM Yorgheshwaree - Give assistance at the Registrar Level

2. Miss MAHEEPUT Priya Ashwini - Give assistance at Word Processing Operator / Shorthand Writer Level

3. Mr LEE CHEE Steven William - Give assistance at Word Processing Operator / Shorthand Writer Level

Summary of Cases

NOTE: This summary is provided to assist in understanding the Tribunal's decision. It does not form part of the reasons for that decision. The full opinion of the Tribunal is the only authoritative document. Awards are public documents, and the awards delivered in 2016 are available at: <http://ert.govmu.org>

ERT/RN 127/2016 – Mr Mario Georges Theodule AND Commission for Conciliation and Mediation (Order)

This matter concerned an appeal against a decision of the Commission for Conciliation and Mediation rejecting the report of a labour dispute under *section 65 (1)(a)* of the *Employment Relations Act* (the “Act”). The Appellant appealed to the Tribunal pursuant to *section 66* of the *Act*.

The Tribunal, after having heard the appeal, confirmed the decision of the President of the Commission for Conciliation and Mediation in rejecting the labour dispute which was reported more than 3 years after the act or omission which gave rise to the dispute. The appeal was therefore set aside.

ERT/RN 122/16, Compagnie Sucrière de Bel Ombre Ltd (Applicant) AND Syndicat des Travailleurs des Etablissements Privés (Respondent)

The Applicant has made an application under *section 39(1)(b)* of the *Employment Relations Act* (the “Act”) for an order to revoke the recognition of Respondent as bargaining agent of the Sylviculture Department of Applicant. This application is resisted by the Respondent and the Tribunal proceeded to hear the matter.

The only ground put forward for the present application is “a default of the Respondent to meet the minimum legal threshold of 30% required under *section 37(1)* ERA [Employment Relations Act] 2008”. The application was based on alleged change in representativeness. The parties had not even entered into a procedure agreement.

Section 39(1)(b) of the Act relates to the revocation (or variation) of recognition (that is of bargaining rights) already granted to a trade union of workers. The Tribunal is of the view that “default” as used in that section cannot be interpreted in wide terms independently of the latter part of the provision. Had the legislator intended that an employer may make an application for revocation of the recognition of a trade union on the ground of change in representativeness per se, he would have stated so in clear terms.

For all the reasons given in its order, the Tribunal found that it cannot make an order for the revocation of the recognition of Respondent based on the ground on which that application had been made. The application was thus set aside.

ERT/RN 117/2016 – Private Enterprises Employees Union AND Mammoth Trading Company Limited (Ruling)

The Private Enterprises Employees Union was asking for an order of recognition in relation to employees of the Respondent under *section 38(1)* of the *Employment Relations Act* (the “Act”). The latter raised a preliminary objection to the effect that the application was wrongly made to the employer; the Union did not state in which capacity it was applying for recognition; and a previous application involving the same parties was set aside on 20 April 2016.

The Tribunal, in considering the preliminary objections raised, found that the Union should have made its application under *section 36* of the *Act* when applying for recognition. The Tribunal also found that the Union did not state the purpose of the application for recognition as is required under *section 36 (1)* of the *Act*. The Tribunal therefore ruled that the application be set aside.

ERT/RN 104/16, Private Sector Employees Union (Applicant) AND Mauritius Oil Refineries Ltd (Respondent) in presence of: Food and Beverages Industry Employees Union (Co-Respondent)

The Applicant has made an application under *section 38(1)* of the *Employment Relations Act* (the “Act”) for an order directing the employer, that is, Respondent to recognise Applicant as a bargaining agent for the bargaining unit consisting of manual employees and administrative staff excluding management under employment at Respondent. The Respondent is objecting to the application and his grounds of objection included the following: There is already a registered trade union representing the interest of employees at Respondent and the Applicant was not sufficiently representative of the employees. The Co-Respondent, that is, the union referred to as the registered trade union under the grounds of objection of Respondent, was joined as a party in the present matter in the interests of justice.

The Tribunal found that the application had been properly lodged under *section 38(1)* of the *Act*. The Tribunal then considered whether the basis of the application of the Applicant to the Respondent should have been *section 37(2)(a)* of the *Act* instead of *section 37(1)* of the *Act*. The Tribunal analysed the various changes brought to the law in relation to recognition of trade unions.

The Tribunal ruled that an applicant must state in clear terms whether he wants to be granted recognition as a bargaining agent or as a sole bargaining agent. Even an order emanating from the Tribunal has to clearly “declare whether the trade union shall be recognised as a bargaining agent or a sole bargaining agent, or whether there shall be a joint negotiating panel.” (*section 38(8)(c)* of the *Act*) The Tribunal found that given the facts

of that case, the Applicant should have made his application to the Respondent based on section 37(2)(a) and not section 37(1) of the Act. This was fatal to the said application.

Section 38(1) of the Act starts with “Where an employer refuses to grant recognition to a trade union or group of trade unions in accordance with section 37,...”. In this particular case, the Tribunal found that the application to the employer was not in accordance with the criteria laid down under section 37(1) of the Act. For the reasons given in its order, the Tribunal found that the application made by Applicant to the Respondent was not in order and not in accordance with the Act. This was not a mere technicality. The point in law raised on behalf of Respondent on this issue was upheld and the case was set aside.

ERT/RN 42/16, Mr Renganaden Soondrun (Disputant) AND Mauritius Ports Authority (Respondent)

The point in dispute was:- “Whether Pilot R. Soondrun shall be granted 3 increments as recommended by the Jobs Evaluation Appeal Committee of April 2011 same as his fellow colleagues who are actually benefitting from those increments.”

Both parties informed the Tribunal that an agreement had been reached between them and which read as follows:- “The Respondent is agreeable to grant 3 increments to the Disputant with effect from the date of the confirmation of his appointment i.e. 1st of August 2010.” Both parties moved that the said agreement be made the subject of an award and the Tribunal awarded in terms of the agreement.

ERT/RN 51/2016 – Private Enterprises Employees Union AND National Women’s Council (Order)

The Private Enterprises Employees Union was seeking an order of recognition as a bargaining agent in respect of a bargaining unit made up of Home Economics Instructresses employed at the National Women’s Council.

The Tribunal, following the holding of a secret ballot exercise in the relevant bargaining unit, found that the Applicant Union had the necessary support to be recognised as sole bargaining agent on behalf of the Home Economics Instructresses. The Tribunal also found that the Home Economics Instructresses were ‘workers’ under the *Employment Rights Act* and the *Employment Relations Act*.

The Tribunal therefore made an order granting sole recognition to the Applicant Union as a bargaining agent by the National Women's Council in respect of the aforesaid bargaining unit.

ERT/RN 132/15, 133/15, 134/15, 135/15, 136/15, 137/15, 138/15, 139/15, 140/15, Mr Jean Clenson Grandcourt & 8 others AND Air Mauritius Ltd (Respondent), i.p.o Air Mauritius Staff Association (Co-Respondent)

The above nine cases have been referred to the Tribunal for arbitration in terms of Section 69(7) of the Employment Relations Act 2008 (the "Act"). All the cases raise the same issue and have been consolidated. It was also agreed that all the Disputants form part of the bargaining unit of Co-Respondent, a recognised trade union and Co-Respondent was thus joined as a party in the said matter in the interest of justice. The terms of reference are the same in all the cases and read as follows:

"Whether a combined duties allowance representing 15% to 25% of salaries earned should be paid to me with effect from 8 December 2011".

The Tribunal proceeded to hear the parties and in his closing submissions Counsel for Respondent has raised various objections including the following under limbs (iv) and (v):

(iv) The Dispute reported by Disputants on 08 March 2015 claiming that they be paid a combined duties allowance representing 15% to 25% of salaries earned by Disputants with effect from 08 December 2011 fall outside the purview of Para (c) of the "Labour Dispute" under the Employment Relations Act as the dispute is being reported more than 3 years after the act or omission that gave rise to the Dispute.

(v) There exists already a Procedure Agreement signed on 08 December 2011 between Respondent and Disputants' Union, Air Mauritius Staff Association (AMSA), effective 01 April 2011 for a period of 4 years which provides that a Collective Dispute (Dispute of Interest) on terms and conditions of employment should not arise within the duration of the Procedure Agreement. Please refer to section 10 of the Procedural Agreement at Annex 1.

The Tribunal found that the disputes were reported to the Rodrigues Commission for Conciliation and Mediation only in March 2015 (well after the 2013 amendment when proper disputes could still have been reported just after the amendment to be within the three years' delay as from 2011) and were thus reported (except in the case of one disputant) more than 3 years after the act or omission that gave rise to the dispute. The disputes of the Disputants (except for one) were not labour disputes under the Act

Under limb (v) of the objections, the Tribunal observed that though the disputes might have been reported separately by individual workers, the disputes had at the same time to comply with any relevant provisions in the Procedural Agreement and the Collective Agreement. The recognised union when entering into the Procedural Agreement or Collective Agreement, does so because it has a form of legitimacy to act for the whole of

the bargaining unit it represents. Because of this legitimacy (characterized by its representativeness), the union (the Co-Respondent in the present case) acts as representative of the interest of that bargaining unit, which is determined according to the common interest of the workers in the unit.

Pursuant to the Procedural Agreement and more particularly Article 7, the Tribunal found that the disputes though reported individually relate to a collective dispute involving a 'combined duties allowance'. The issue in lite affected almost the whole (if not the whole) staff in Rodrigues and could not be said to be an individual grievance. Moreover, it might have a bearing on any future incumbent in the post of Operations Officer or Chief Operations Officer at Respondent's station in Rodrigues. The procedure laid down in the Procedural Agreement (under Article 10) had not been followed and in light of relevant Articles in the Procedural Agreement and for the reasons given in its decision, the Tribunal found that the Disputants could not proceed with their dispute before the Tribunal.

The disputes were set aside but the Tribunal observed that the Co-Respondent might engage in collective bargaining (in line with existing agreements) with Respondent on behalf of Disputants in relation to the combined duties allowance.

ERT/RN 160/15, Mr Vidianand Naugloo (Disputant) AND State of Mauritius, represented by 1. Ministry of Civil Service and Administrative Reforms 2. Ministry of Finance and Economic Development (Respondent) In presence of: Pay Research Bureau (PRB)

This above case was referred to the Tribunal by the Commission for Conciliation and Mediation under Section 69(7) of the Employment Relations Act (hereinafter referred to as "the Act"). The PRB was joined as a party in the interests of justice with the agreement of both parties. The terms of reference read as follows: "*Whether the additional increment paid to me in January 2013 in accordance with paragraph 17.27A of the 2009 Errors, Omissions and Clarification Report, and thereafter cancelled with the implementation of Errors, Omissions and Anomalies 2 Committee Report on the PRB Report 2013 be reinstated with effect from the same date paid to me.*"

The Disputant was not challenging any specific provision in the PRB Report 2013 or in the EOAC Report 2013. According to Disputant, there was an erroneous interpretation or implementation of the conditions of employment which the Disputant has opted for. The Tribunal duly examined the conversion modes under both the PRB Report and the EOAC Report 2013. The Tribunal failed to see how the EOAC Report 2013 could be interpreted to allow Disputant to move incrementally in the previous master salary scale up to the salary point of Rs 27200.

It was not disputed that following the EOAC Report 2013, the Disputant was better off in terms of salary (Rs 33590) as opposed to what he would have earned under the initial PRB Report 2013 (Rs 33000). Also, the Disputant had not been deprived of the possibility to

move incrementally further along the new Master Salary Scale beyond the top salary for his grade. In such a case, it was not appropriate to look at one provision in isolation from the other provisions provided for in the EOAC Report 2013 including paragraph 17.27 and the increment granted to Disputant when he was not previously entitled to same before.

For all the reasons given in its award, the Tribunal found that the Disputant had failed to show that he should be allowed to move incrementally in the then master salary scale up to salary point of Rs 27200 as per paragraph 19.27A (and not 17.27A as wrongly referred to in the terms of reference) of the EOC 2009 Report. The Disputant had failed to show that any "additional increment" should be reinstated to him and the dispute was thus set aside.

ERT/RN 38/16, Mr Deomaneesingh Ramlagun (Disputant) AND Bank of Baroda (Respondent)

The terms of reference read as follows: 1. *"Whether I shall retire on the last date of the month in which I complete 65 years of age which is on the 31st May 2017 in accordance with the Internal Bank Policy governing the terms & conditions of work between the employer and the employee at the Bank of Baroda (Clause 17 Personal Policy under subtitle Superannuation.)"* 2. *"Whether I shall be paid the salary of a Senior Manager at the Bank of Baroda which falls in salary scale 3 along with all other associated benefits in relation to the said post as from January 2016 until my retirement age after the completion of 65 years of age on 31st May 2017."*

The Tribunal examined all the evidence on record. It is not disputed that the Disputant had already retired on 31 March 2016 and that a certain sum of money was credited to his bank account. Disputant however stated that he wanted to continue in the service and was thus seeking for his reinstatement. This was not borne out from the terms of reference. The Tribunal came to the conclusion that a purely declaratory award was being sought and that the dispute under limb 1 was not within the jurisdiction of the Tribunal. It involved a dispute which relates to an issue which is within the exclusive jurisdiction of the Industrial Court. For the reasons given in its award, the dispute under limb 1 was set aside.

As regards limb 2 of the dispute, the Tribunal concluded that in the absence of relevant evidence it could not award that the Disputant should be paid in salary scale 3. It was however not challenged by Respondent that Disputant should be paid the salary of a Senior Manager as from January 2016 and Respondent undertook to do the needful as soon as negotiations with the union were over. The Tribunal recorded the undertaking given on behalf of Respondent that Disputant would be paid any salary due following his promotion to the Senior Manager cadre in January 2016 and limb 2 of the dispute was also set aside.

ERT/RN 03/16, Mrs Savita Ramkhelawon-Aneja Disputant AND Airports of Mauritius Co Ltd Respondent

The Terms of Reference of the dispute read as follows: “Whether Mrs Savita Ramkhelawon-Aneja should be appointed as Procurement Administrator with effect from June 2013 or otherwise.”

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 1 st 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 awarded in terms of the signed agreement.

ERT/RN 179/15, Mrs Madhyawatee Rambaree (Disputant) AND Central Water Authority (Respondent) i.p.o: The Union of Employees of the Central Water Authority (Co-Respondent)

The above case has been referred to the Tribunal for arbitration in terms of Section 69(7) of the Employment Relations Act 2008 (the “Act”). The Co-Respondent was joined as a party before the Tribunal. The terms of reference read as follows: “*Whether I, Mrs Madhyawatee Rambaree, Clerical Officer/Higher Clerical Officer, posted to the Central Water Authority sub-office of Pamplemousses should be paid the waste water allowance of 10% of my gross salary as other colleagues posted to other CWA regions for attending waste water queries and complaints in addition to my normal duties at CWA with effect from 15 October 2013.*”

The Tribunal quoted extensively from the Heeralall Report which was a report on the allocation of a Wastewater Management Authority allowance to the employees of

Respondent. The Tribunal noted that the Heeralall Report had been adopted following an agreement between Management and Co-Respondent and is binding on the parties. The Tribunal referred to paragraph 1.4 of the Heeralall Report which provided as follows: *1.4 The Committee noted with singular appreciation that the Central Water Authority (CWA) and the Union of Employees of the CWA (UECWA) had reached agreement not only on the assignment of the Committee, but also for its Award to 'be final and binding on both parties and not subject to appeal.'* The Heeralall Report however did not cater specifically for Disputant.

The Tribunal concluded that any change contemplated to the contents of the Heeralall Report could only be made with the consent of the parties to the agreement or as provided by law. For all the reasons given in its award, the Tribunal found that the Disputant had failed to show that she should be paid a waste water allowance of 10% of her gross salary. The dispute was thus set aside.

ERT/RN 178/15, Mr Vijaye Coomarsingh Ramothar (Disputant) AND Central Water Authority (Respondent) i.p.o: The Union of Employees of the Central Water Authority (Co-Respondent)

The above case has been referred to the Tribunal for arbitration in terms of Section 69(7) of the Employment Relations Act 2008 (the "Act"). The Co-Respondent was joined as a party before the Tribunal. The terms of reference read as follows: *"Whether I, Vijaye Coomarsingh Ramothar, posted to the Central Water Authority suboffice of Pamplemousses should be paid the waste water allowance of 10% of my gross salary as other colleagues posted to other CWA regions for attending waste water queries and complaints in addition to my normal duties at CWA with effect from 15 October 2013."*

The Tribunal quoted extensively from the Heeralall Report which was a report on the allocation of a Wastewater Management Authority allowance to the employees of Respondent. The Tribunal noted that the Report had been adopted following an agreement between Management and Co-Respondent and is binding on the parties. The Tribunal referred to paragraph 1.4 of the Heeralall Report which provides as follows: *1.4 The Committee noted with singular appreciation that the Central Water Authority (CWA) and the Union of Employees of the CWA (UECWA) had reached agreement not only on the assignment of the Committee, but also for its Award to 'be final and binding on both parties and not subject to appeal.'* The Heeralall Report however did not cater specifically for the grade or person occupying the grade of Executive Assistant. Disputant was an Executive Assistant at the Respondent.

Any change contemplated to the contents of the Heeralall Report could only be made with the consent of the parties to the agreement or as provided by law. For all the reasons given in its award, the Tribunal found that the Disputant had failed to show that he should be paid a waste water allowance of 10% of his gross salary.

ERT/RN 48/2015 – Mr Paul Jean-Francois Guimbeau AND Medine Limited (Award)

The matter was referred to the Tribunal by the Commission for Conciliation and Mediation on the following terms of reference:

“Whether I should have been promoted to the post of Assistant Garage Manager as from the 1st January 2014 up to the date of my dismissal, that is the 27th of April 2015 and be granted the benefits attached to the post since the core duties performed by the then Assistant Garage Manager, Mr Jean-Claude Lebon had been reallocated to me or be paid an allowance in lieu thereof for the additional duties which had been reallocated to me during that period, or otherwise.”

The Disputant was promoted to Administrator – Co-ordinator reporting to the Technical/Garage Manger. He claims that he was requested to perform extra duties by the Technical/Garage Manager; duties which were normally performed by the retired Assistant Garage Manager. The Disputant also claimed that he was promised to be promoted Assistant Garage Manager. The Respondent denied that the Disputant was asked to perform extra duties by the Technical/Garage Manager but that he was expected to perform the duties ascribed to him following his promotion.

The Tribunal, after having heard the parties to the dispute, did not find that Mr Guimbeau was in fact performing the core duties of the former Assistant Garage Manager Mr Lebon whilst working as Administrator – Co-ordinator in the Irrigation & Construction Department at Medine Limited. Nor did the Tribunal find that the Disputant should have been promoted to the post of Assistant Garage Manager. The matter was therefore set aside.

ERT/RN 24/2016 – Mr Girish Luchmee and Mr Maheswarnath Mistry AND Irrigation Authority (Interpretation of Award)

The Tribunal issued an award [GN No. 191 of 2016] in favour of the two Applicants on 17 February 2016. The Applicants are asking for a declaration on the following question in their application for interpretation of an award:

“Whether the Irrigation Authority should implement the award of ERT delivered on 17.02.2016 and allow us to join the grade of Office Management Assistant as from 18.08.2014 or otherwise.”

The Tribunal, after having heard both parties, did not find that the matter related to a question arising as to the interpretation of the award of the Tribunal previously given in favour of the two Applicants. The application was therefore set aside.

ERT/RN 35/2015 – Mr Siva Ramasawmy AND Central Electricity Board (Award)

The matter was referred to the Tribunal by the Commission for Conciliation and Mediation on the following terms of reference:

“Whether the reduction of cost of living allowance 2014 by the CEB in favour of Mr S. Ramasawmy as from 1st July 2013 is justified.”

The Disputant, a retired Principal Personnel Officer, claimed that he should be paid the statutory compensation payable under the *Additional Remuneration Act 2013*, which is Rs 659 per month, instead of the Rs 359 per month he is being paid by the CEB. The CEB, citing the pension increase granted in the *Collective Agreement* dated 27 June 2014, contends that it cannot effect double payment.

The Tribunal, having heard the parties and considered relevant provisions of the *Collective Agreement* as well as the *Additional Remuneration Act 2013*, found that the adjustment to the statutory compensation should only be made to be applicable for the six overlapping months representing the period 1 January 2014 to 30 June 2014 and not for any period thereafter. The Tribunal did not find the reduction in cost of living allowance as from 1st July 2013 to be justified and awarded accordingly.

ERT/RN 185/15, Mr Maheswarnath Mohabeer (Disputant) AND Mauritius Ports Authority (Respondent)

The above case has been referred to the Tribunal for arbitration in terms of Section 69(7) of the Employment Relations Act 2008 (the “Act”). The terms of reference read as follows: *“No incremental credit for additional qualifications was granted for my application dated 19 March 2014 despite that I fully meet all the criteria as laid down under section 5.6 of the Mauritius Ports Authority Terms and Conditions 2010.”* Mr Mohabeer, a Safety and Health Officer, deposed before the Tribunal and he stated that it was the third time that he was applying to have incremental credits for additional qualifications that he would have obtained.

The Disputant had the burden to show that he was qualified for the incremental credit. He thus had to satisfy the Tribunal that he complied with all the criteria laid down under section 5.6 of Respondent’s Terms and Conditions 2010. The Tribunal noted that the Respondent had specifically referred in his Statement of Reply (at paragraph 5(a)) to the criterion relating to the mode and duration of the course as set out in section 5.6(b) of Respondent’s Terms and Conditions 2010. Indeed, to be considered for the purposes of incremental credit, the additional qualification should have been obtained as a result of studies of at least one academic year duration, full time or its equivalent in terms of contact hours/ part-time studies.

There is absolutely no evidence that the studies during a period of 18 months or so on a part-time basis were indeed equivalent to studies of at least one academic year duration on a full time basis. Also, the Disputant had to show that his qualification was obtained following an examination and duly recognized by the MQA or TEC.

For all the reasons given in its award, the Tribunal found that the Disputant had failed to show on a balance of probabilities that he fully met all the criteria laid down at section 5.6 of Respondent's Terms and Conditions 2010. The Tribunal could not award that Disputant should have been granted an incremental credit for the BSc qualification. The present dispute was thus set aside.

ERT/RN 21/2016 – Port Louis Maritime Employees Association AND Mauritius Freeport Development Co. Ltd (Declaration)

The application before the Tribunal concerned the interpretation of a provision of a Collective Agreement concluded between the two parties on 9 June 2014. The matter of interpretation related to the provisions concerning the payment of the salary increase that was granted to the Respondent's employees in the Collective Agreement.

The Tribunal, after having heard the parties, declared that remaining 60 % of the increase of wages provided for in the salary grid contained in the Collective Agreement is to be paid, in addition to the 40 % already paid, as from January 2015.

ERT/RN 49/15 to ERT/RN 115/15 (except ERT/RN 91/15, ERT/RN 94/15, ERT/RN 100/15 and ERT/RN 101/15), Mr Noomesh Ramdhony and others (Disputants) AND Road Development Authority (Respondent) in presence of Ministry of Public Infrastructure & Land Transport (Co-Respondent)

The above sixty-three cases have been referred by the Commission for Conciliation and Mediation ("the Commission") to the Tribunal for arbitration in terms of Section 69(7) of the Employment Relations Act 2008 (the "Act"). All the cases have been consolidated and all the parties were assisted by Counsel. The terms of reference are the same in all the cases and read as follows: "Whether I should be reinstated in my former post as General Worker at the Road Development Authority." The Tribunal has already delivered a ruling in the present matter setting aside a plea in limine raised on behalf of the Respondent whilst adding that the plea in limine as taken was, at best, premature.

The Tribunal proceeded to hear the case. The Tribunal examined all the evidence on record including the submissions of all Counsel. Though the Tribunal may have jurisdiction in relation to the reinstatement of a worker in his former post following a "rétrogradation" for example or may hear a dispute in relation to the terms and conditions of employment of a

worker following his reinstatement (which itself would have been agreed between the parties), the Tribunal has no jurisdiction to order the reinstatement of a worker after the termination of his contract of employment. The only exception would be in the case of “reduction of workforce” which is specifically provided for under section 39B of the Employment Rights Act. For all the reasons given in its award, all the cases were set aside.

ERT/RN 195/15, Mrs Hemowtee Salaye Meetoo (Disputant) AND Mauritius Broadcasting Corporation (Respondent)

The point in dispute was:- “Whether I, Mrs Hemowtee Salaye Meetoo, should be reinstated in my post of Programme Manager at the Mauritius Broadcasting Corporation with effect from 4th August 2015.”

The Disputant deponed as to the facts she averred in her Statement of Case, laying particular emphasis on the fact that no reason was given to her apart her termination of employment. The Tribunal referred to previous decisions of the Tribunal on the issue of “reinstatement”. The Tribunal then held that the powers of the Tribunal are derived from the statutory provisions laid down in the Employment Relations Act 2008, as amended. The Tribunal does not have any inherent power, equitable or otherwise. The Tribunal concluded that the legislator would have made it clear and in no uncertain terms if it intended to empower the Tribunal to deal with issues of reinstatement after termination of a contract of employment. The dispute was thus set aside.

ERT/RN 159/2015 – Mrs Ghisèle Virginie Allas AND SBI (MAURITIUS) LTD (Award)

The matter was referred to the Tribunal by the Commission for Conciliation and Mediation on the following terms of reference:

“Whether I should be kept in my posting of supervisor at SBI (Mauritius) Ltd – Rodrigues Branch or otherwise.”

The Disputant, a Supervisor, was transferred from the Rodrigues Branch of SBI (Mauritius) Ltd to its Port Louis Branch in Mauritius. She was asking to be transferred back to the Rodrigues Branch as the transfer has caused her hardship.

The Tribunal having examined the reasons put forward by the Disputant as to why she should have remained in post as Supervisor in Rodrigues and the events preceding the transfer found that the Respondent did not wholly act in good faith in unilaterally transferring the Disputant to Mauritius.

The Tribunal therefore awarded that the Disputant should have been kept in her posting of Supervisor at the Rodrigues Branch of SBI (Mauritius) Ltd.

ERT/RN 05/2015 – Mr Girish Luchmee AND Irrigation Authority (Award)

ERT/RN 06/2015 – Mr Maheswarnath Mistry AND Irrigation Authority (Award)

The two consolidated disputes were referred to the Tribunal by the Commission for Conciliation and Mediation on the following terms of reference:

“Whether I should have been given the option to join the grade of Office Management Assistant (OMA) as per EOAC Report 2013 – Recommendation 15A (Parastatal Bodies & Other Statutory Bodies) or otherwise.”

The two Disputants were Clerical Officers at the Irrigation Authority. They both applied for the vacant posts of Executive Officer advertised on 14 November 2011 and were offered appointment for same on 11 June 2013 following an interview carried out on 20 November 2011. They were asking to be considered to join the grade of Office Management Assistant in line with *Recommendation 15A* of the *Errors, Omissions and Anomalies Committee Report 2013 Vol.2 Part II*.

The Tribunal having noted unfair circumstances leading to the Disputants' appointment as Executive Officer awarded that the two Disputants should be given the option to join the grade of Office Management Assistant.

ERT/RN 192/2015 – Private Sector Employees Union AND Fibre Marine Limited (Order)

The Private Sector Employees Union applied for an order for seeking sole recognition as a bargaining agent in relation to a bargaining unit of employees at Fibre Marine Limited. The latter resisted the application on grounds of the union's representativeness; the composition of the bargaining unit; and the amicable state of industrial relations at the company.

The Tribunal after having heard the parties to the application found the objection in relation to the composition of the bargaining unit to have been well taken and was not satisfied as to the representativeness of the workers in the categories applied for. The Tribunal was also not satisfied as to the whether the union applied for recognition on behalf of the whole of the class of manual workers at the company. The application therefore was set aside.

ERT/RN 163/15 - 170/15, Mr Sunny Dawon and others (Disputants) AND Mauritius Institute of Training and Development (Respondent) In presence of : Mr Komul Prasad Ramdass (Co-Respondent)

The above eight cases have been referred by the Commission for Conciliation and Mediation to the Tribunal for arbitration in terms of Section 69(7) of the Employment Relations Act 2008. All the cases which raise similar issues have been consolidated for the purposes of this ruling. The terms of reference are quite similar in all the cases (except for names and details such as appointment/confirmation dates specific to each individual worker) and read as follows in cases ERT/RN 163/15, 165/15 and 166/15: *“Whether I, ..., Training Officer recruited in and appointed in a substantive capacity in [prior to 2014 in all the cases] by the MITD should be granted incremental credits on my salary, similar to Mr Komul Prasad Ramdass, to restore my seniority placing with respect to my colleague Mr Komul Prasad Ramdass who was recruited on contract in 2012, appointed in a substantive capacity in 2014 and granted 12 incremental credits above the initial salary, or otherwise.”* In the cases ERT/RN 164/15, 167/15, 168/15, 169/15 and 170/15, the terms of reference read as follows: *“Whether I, ..., Trainer recruited in and confirmed in [prior to 2014 in all the cases] by the TSMTF (presently MITD) [and directly by the MITD in case ERT/RN 167/15] should be granted incremental credits on my salary, similar to Mr Komul Prasad Ramdass, to restore my [term “relative” added here in cases ERT/RN 168/15 and ERT/RN 169/15] seniority placing with respect to my colleague Mr Komul Prasad Ramdass who was recruited on contract in 2012, appointed in a substantive capacity in 2014 and granted 12 incremental credits above the initial salary, or otherwise.”*

Counsel for Respondent has taken a point in limine litis which reads as follows: *“Respondent moves that the present dispute be set aside inasmuch as it is not a ‘labour dispute’ within the definition of the Employment Relations Act as the Disputant has already signed the option form for his remuneration as per the PRB Report 2013.”* The Tribunal has heard arguments from both Counsel on the point in limine litis.

The Tribunal has considered lengthily a series of cases where the jurisdiction of the Tribunal to hear disputes referred to it was considered. The Tribunal ruled that the Tribunal must be in presence of a labour dispute as defined in the Act to have jurisdiction to hear the dispute.

All the disputants have accepted in their statements of case that they have signed option forms in relation to the Pay Research Bureau Report whereby they have agreed to the revised emoluments and all terms and conditions of service in the report. The Tribunal concluded that the said disputes were directly related to “remuneration or allowances of any kind” of the disputants and made as a result of the exercise of options to be governed by the recommendations made in a report of the PRB. The disputes were not labour disputes as defined under the Act and were thus set aside.

ERT/RN 176/15, 1. Ashok Seesaghur 2. Kripanund Mathon 3. Hemraj Thakooree (Appellants) AND 1. Rodrigues Educational Development Co. Ltd (REDCO) 2. Rodrigues College Development Co. Ltd (RODCO) 3. Rodrigues Commission for Conciliation and Mediation (Respondents) In the Presence of: - 1. Private Secondary School Authority 2. Ministry of Education and Human Resources (Co-Respondents)

This is an appeal against the decision of the President of the Rodrigues Commission for Conciliation and Mediation (RCCM) declining an application for a referral of a labour dispute among the abovenamed parties to the Employment Relations Tribunal.

The Tribunal observed that with the exception of a voluntary arbitration, the RCCM can only refer a labour dispute to the Tribunal for arbitration where it has been reported by an individual worker. The present appeal emanated from the three Appellants altogether. Because of statutory delay and because curing the defect appeared impossible, the Tribunal was prepared to go beyond this technical aspect and deal with the main substance of the appeal.

The RCCM President's decision was based on a judgment delivered by the Supreme Court in the case of **V. Lillah versus The Honourable Minister of Education and Rodrigues College**. It was an application for leave to apply for a judicial review of the decision of the Ministry of Education to repeal with effect from January 2013, a circular letter dated 17 April 1989 relating to fringe benefits payable to the teaching staff domiciled in Mauritius and employed in secondary schools in Rodrigues. The Rodrigues Commission for Conciliation and Mediation noted that there were similarities between V. Lillah's case and the Appellants' labour dispute. He added that in the said judgment, the Supreme Court emphasized on Mr Torul's report whereby there was a general consensus among the parties. An agreement was reached among all stakeholders with a view to bring parity, fairness and justice so that Mauritian staff on permanent establishment should be given a moratorium period of three years with effect from 1st January 2010 to enjoy all the fringe benefits. As in the case of V. Lillah, the Appellants had enjoyed the benefits of the contents of the report as from January 2010. The President of the RCCM concluded that there was no labour dispute to be considered and referred to the Employment Relations Tribunal. The Tribunal endorsed the view taken by the President of the Commission for Conciliation and Mediation in Rodrigues and the appeal was set aside.

ERT/RN 151/2015 – Asraf Ali Jhumka AND Road Development Authority (Award)

The matter was referred to the Tribunal by the Commission for Conciliation and Mediation on the following terms of reference:

“Whether management should approve my application for urgent casual leave on the 30th January 2013 as I had informed management by way of an SMS that I shall not be able to attend duty due to an urgent personal matter.”

The Tribunal after having heard the parties to the dispute and having considered relevant provisions of the *Human Resource Management Manual* and the *Pay Research Bureau Report* of 2013 in relation to monitoring and approval of casual leaves found that the Respondent did not take appropriate steps in not approving the urgent casual leave applied for by the Disputant. The Tribunal therefore ordered that the Respondent reconsider same in light of the award. The dispute was otherwise set aside.

Employment Promotion and Protection Division

ERT/EPPD/RN 01/16, 1. Mr Dhanraj Kissoon (Complainant No 1) 2. Mr Rajvansh Gupta Kumar Bachoo (Complainant No 2) 3. Ms Kalawuttee Toolooa (Complainant No 3) 4. Mr Mohammad Nageeb Deedarun (Complainant No 4) 5. Ms Pharvine Bibi Edun (Complainant No 5) 6. Ms Marie Annick Cristelle Raffaut (Complainant No 6) 7. Ms Nilmala Madhub-Foolell (Complainant No 7) 8. Mr Kylash Ujoodah (Complainant No 8) 9. Mr Zorabnawab Goburdhun (Complainant No 9) 10. Mr Sanjaydutt Seesaha (Complainant No 10) 11. Mr Jean Daniel Edouard (Complainant No 11) (Complainants) AND The Mauritius Shipping Corporation Ltd (Respondent)

In a letter dated 23rd June 2015, the Respondent, an employer of not less than 20 employees, gave notice to the Permanent Secretary of the Ministry of Labour, Industrial Relations, Employment and Training of its intention to restructure the company and to reduce its workforce due to the following reasons: (a) Losses of Rs 145 million in previous two financial years along with sale of M/V Mauritius Pride; (b) Overstaffing; (c) Lack of competence; (d) Outdated business model; (e) Inefficient organizational structure.

On 16 November 2015, the employment of Complainant No 1 was terminated without notice on ground of abolition of his post of Chief Manager (Terminal & Logistics) following a restructuring exercise with payment of one month remuneration in lieu of notice. On 4 December 2015, Complainants No 2 to 11 were given notice of termination of employment for 5 January 2016 on grounds of restructure of the Respondent. On 16 November 2015 and on 5 January 2016 respectively, Complainant No 1 and Complainants 2 to 11 registered their complaints with the Permanent Secretary of the Ministry, contesting the reasons put forward by Respondent for reducing its workforce. The Permanent Secretary of the said Ministry has eventually referred the matter to the Tribunal under section 39B(6)(a) of the Employment Rights Act 2008 with the following point in dispute: "*Whether the reduction of the workforce affecting the Disputants is justified or not in the circumstances.*"

The Tribunal examined the evidence produced and submissions made by counsel and found no conclusive evidence that the reduction of workforce as carried out in relation to the Complainants was inevitable. The Tribunal was left in the dark as to any savings being made by Respondent on the short/long term. The Tribunal was not in presence of sufficient evidence to find that the reduction of workforce as carried out in relation to the Complainants (over and above the termination of contract of 50% or so of crew members (on contract) following the sale of the M/V Mauritius Pride ship) was justified. Staff costs of

the company as per the Financial Statements for the year ended 31 December 2013 represented only 7.8% of its total operating costs and administrative expenses. In the light of all the reasons given above including the non production of the HR audit report, of the 2014/2015 financials which were of utmost importance the more so following the sale of M/V Mauritius Pride in 2014 (with all necessary repercussions including effect on items such as depreciation) and the Board's decision which was taken in 2015 on the basis of financial statements running only up to December 2013, the mission and responsibilities of Respondent, the new business opportunities which were still being contemplated by Respondent and the manner in which the present reduction of workforce had been carried out procedurally, the Tribunal found on a balance of probabilities that the reduction of workforce is unjustified.

The consent of a worker was essential before any order for reinstatement was made. In the light of the stand of both counsel for Complainant No 1 and Complainants No 2 to 11 and the evidence before us, the Tribunal opted for the payment of severance allowance in accordance with Section 46(5) of the Employment Rights Act 2008.

The Tribunal awarded that the Respondent should pay to each complainant severance allowance as follows:- (i) for every period of 12 months of continuous employment, a sum equivalent to 3 months remuneration; and (ii) for any additional period of less than 12 months, a sum equal to one twelfth of the sum calculated under paragraph (i) above (sum equivalent to 3 months remuneration) multiplied by the number of months during which the complainant had been in continuous employment of the Respondent.

EMPLOYMENT PROMOTION AND PROTECTION DIVISION

ERT/EPPD/RN 02/2016 – Mr Sunil Lobin AND Barclays Bank Mauritius Ltd (Award)

The matter was referred to the Tribunal by the Permanent Secretary of the Ministry of Labour, Industrial Relations, Employment and Training on the following terms of reference:

Whether the reduction of the workforce affecting the Disputant is justified or not in the circumstances.

The Respondent had made the staff of its inter branch courier service redundant due to a reduced use of the service. The Disputant being among those made redundant complained to the Ministry of Labour, who referred the matter to the Employment Promotion and Protection Division of the Tribunal.

The Tribunal, after having heard the parties, was not satisfied that the Employer had engaged itself in proper consultations with the Union as required under *section 39B (3)* of the *Employment Rights Act 2008* prior to making the Disputant redundant.

The Tribunal therefore did not find the reduction of workforce affecting Mr Lobin to be justified and proceeded to order his reinstatement in his former employment with the Respondent.

Events



End of Year Staff Lunch at Veranda Palmar Beach Hotel – 22 Dec 2016



Farewell Ceremony for YEP Trainees – 30 Dec 2016

Statistics

This annual report is published in accordance with Section 86(2)(d) of the Employment Relations Act 2008.

During the year 2016:

- The number of disputes lodged before the Tribunal was 143 out of which 52 cases were referred to the Tribunal by the Commission for Conciliation and Mediation. There was no case referred by the Rodrigues Commission for Conciliation and Mediation.

- The number of cases disposed of summarily (through conciliation and agreements between parties) was 104.

- There were 20 Awards and 6 Orders delivered and the Tribunal had to deliver 4 Rulings.

- The Tribunal has disposed of 201 cases during the period January to December 2016.

As at 31st December 2016, there were 53 cases/disputes pending before the Tribunal.

What is an e-tribunal?

WHAT IS AN E-TRIBUNAL?

- An e-tribunal is a modern Tribunal where electronic means of communication is allowed between parties to a case and the Tribunal.
- Parties can exchange pleadings by e-mail and the physical attendance of parties is not required until a matter is fully in shape for hearing.
- Counsel can e-mail copies of relevant case law that they intend to use or written submissions. Requests for minutes of proceedings, summoning of witnesses or postponements can also be made by e-mail.
- Awards of the Tribunal are available online on the website of the Tribunal (<http://ert.gov.mu>)



WHO CAN HAVE ACCESS?

- The service is free, and open to anyone who is a party to a labour dispute which has been or is being referred to the Tribunal.
- A user will be able to use the system once he/she has provided relevant information and registered with the Tribunal.



THE ADVANTAGES OF ELECTRONIC SYSTEM

- Workers, Trade Unions, and representatives of Employers do not have to leave work to attend the Tribunal for formal and pre-hearing matters.

- The formal process takes lesser time and exchange of documents can be done any time.
- Pleadings are greatly facilitated and the scope to narrow down issues right from the start is greater.
- Communication of minutes of proceedings is facilitated (paperless) thus enabling the fixing of continuation cases within short periods.
- The Tribunal can meet strict deadline imparted to it by law to deliver Awards and Orders.

Judge: Remember all your answers must be oral.
Where do you work?

Witness: Oral

Judge: Who is your employer?

Witness: Oral





HOW TO GET INTO THE E-TRIBUNAL SYSTEM?

- The system has been devised with the main objective that it must be user friendly.
- At the same time, strict parameters in relation to security of information exchanged by e-mail have to be respected.
- The pre-registration system has been adopted to ensure that the identity of any particular user can be ascertained.
- Once a registration form (available on <http://ert.gov.mu>) has been submitted, the user will receive notification that his/her application has been received and he/she will be able to make use of the system.
- A detailed user guide for the e-tribunal is available on the website of the Tribunal.