

**INDUSTRIAL DISPUTES TRIBUNAL**  
**Dispute No.: 34/2018**

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**SETTLEMENT OF DISPUTE**

**BETWEEN**

**MONTEGO BAY METRO COMPANY LIMITED**

**AND**

**NATIONAL WORKERS UNION**

**AND THE**

***AWARD***

**I.D.T. DIVISION**

**MISS. SADEERA SHAW - CHAIRMAN**

**MR. RODCLIFFE ROBERTSON - MEMBER**

**MR. KEITH FAGAN - MEMBER**

**SEPTEMBER 15, 2021**

**INDUSTRIAL DISPUTES TRIBUNAL**

**AWARD**

**IN RESPECT OF**

**AN INDUSTRIAL DISPUTE**

**BETWEEN**

**MONTEGO BAY METRO COMPANY LIMITED  
(THE COMPANY)**

**AND**

**NATIONAL WORKERS UNION  
(THE UNION)**

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**REFERENCE**

By letter dated September 26, 2018, the Honourable Minister of Labour and Social Security, in accordance with Section 11A (1) (a) (i) of the Labour Relations and Industrial Disputes Act (hereinafter called “the Act”), referred the matter contained herein for settlement by the Industrial Dispute Tribunal.

**The Terms of Reference were as follows:**

*“To determine and settle the dispute between Montego Bay Metro Company Limited on the one hand, and National Workers’ Union on the other hand over Item No. 10 in the Union’s claim for improved wages and other improved conditions of employment for parity and alignment in the salaries of their members with rates paid to workers employed to the Jamaican Urban Transit Company in the respective categories.”*

## **DIVISION**

The Division of the Tribunal selected in accordance with Section 8 (2)(c) of the Act comprised:

Ms. Marsha Smith	-	Chairman
Mr. Leslie Hall	-	Member, Section 8(2) (c) (ii)
Mr. Clinton Lewis	-	Member, Section 8(2) (c) (iii)

On March 3, 2020, the dispute was reallocated and the division of the Tribunal selected in accordance with Section 8(2)(c) of the Act which dealt with the matter comprised:

Ms. Sadeera Shaw	-	Chairman
Mr. Rodcliffe Robertson	-	Member, Section 8(2) (c) (ii)
Mr. Keith Fagan	-	Member, Section 8(2) (c) (iii)

## **REPRESENTATIVES OF THE PARTIES**

The **Company** was represented by:

Mrs. Yvonne Russell	-	Director of Legal Services
Ms. Crystal Smalling	-	Legal Officer
Ms. Nadine Gordon	-	Human Resources Director

The **Aggrieved** was represented by:

Mr. Alexi Hull	-	Negotiating Officer
Mr. Jasper Miller	-	Union Delegate

## **SUBMISSIONS AND SITTINGS**

Briefs were submitted by both parties who made oral submissions during fifteen (15) sittings held between July 28, 2020 and April 20, 2021.

## **BACKGROUND TO THE DISPUTE**

1. Montego Bay Metro Company Limited, *hereinafter referred to as the Company*, was established in 1997 as a private entity to manage the operations of a dedicated school bus service in Montego Bay. In 2002, the entity became a public-sector entity when its shares were acquired by the Government of Jamaica, *hereinafter referred to as GOJ*, to operate as a municipal bus service to facilitate improved bus service to the citizens in the parishes of St. James, Trelawny and Hanover.
2. The National Workers Union, *hereinafter referred to as the Union*, is registered under the Trade Union Act of Jamaica with its registered office at 130-132 East Street, Kingston. The Union was founded in 1952 and currently has bargaining rights for certain categories of employees at the Company.
3. The Union submitted a claim that included an item for the salaries of the employees at the Company be aligned to the salaries paid in corresponding categories at the Jamaica Urban Transit Company, *hereinafter referred to as JUTC*. A letter was sent to the Minister of Transport and Mining on the 15<sup>th</sup> of January 2018 but no response was received by the Union prior to the reshuffling of Cabinet which resulted in a change of leadership in the Ministry. Consequently, a letter was sent to the Company's Chairman, Mr. Robert Russell, on the 14<sup>th</sup> of May 2018 giving (seventy two) 72 hours' notice of a planned industrial action. The Union received reassurance that the matter would be escalated with urgency and the industrial action was deferred.

4. A meeting was held at the Ministry of Transport and Mining on the 7<sup>th</sup> of June 2018 chaired by the Minister, Hon. Robert Montague. This meeting resulted in a commitment made to review the claim for parity as documentation was provided to show that the categories of work were similar at both transportation companies and the employees at both entities were employed by the GOJ. The discussions broke down which resulted in worker unrest and led to the withdrawal of services. The matter was referred to the Ministry of Labour and Social Security. The workers returned to work but no resolution was reached with regards to the issue of parity. As such, the dispute was referred to the Industrial Disputes Tribunal for determination and settlement.

### **THE UNION'S CASE**

5. The Union made oral submissions and called two (2) witnesses in support of its case. Mr. Alexander Nicholson, Negotiating Officer for the National Workers Union with representational rights to certain categories of employees at the Company, was called as its first witness. Mr. Nicholson testified that he was involved in the dispute from the beginning. He stated the Company provided the salaries of the employees the Union represents which the Union compared with that of the employees in the similar categories employed to JUTC. It was discovered that the salaries were out of line and a request was made to the Company for the salaries to be put in line with the same categories at JUTC.
6. As a result, there were several meetings with the representatives of the Company. Mr. Nicolson gave evidence that the Company and the Union started negotiations with at least three (3) General Managers at the Company. Each time they went through the negotiation process, the Union was told that the Company can't make an offer without directives from the Ministry of Transport and Mining. The Union wrote to the Company requesting information as to what they required from the Ministry of Transport and Mining for the negotiation to proceed.
7. During the discussions and negotiations at the Company, there was no objection from the Company that the roles and functions of each category of employee at both Companies were similar. In addition, Mr. Nicholson testified that the General Managers were in

agreement that parity was reasonable as the management team at the Company were at a disparity to their counterparts at JUTC. These discussions led to a letter dated June 27, 2019 from the Company where the Company proposed to establish parity of the workers to similar categories of employees at the JUTC effective the 16<sup>th</sup> of October 2018. The Union responded by letter dated the 5<sup>th</sup> of July 2019 provisionally accepting the proposal from the Company. The Union noted in the letter that they were mindful that there were some fine details to work out in aligning the different employees in the different categories to the appropriate points on the salary scale and that they awaited communication from the Company. In cross-examination, it was suggested to Mr. Nicolson that the offer was varied which he disagreed. He maintained that the Union provisionally accepted the offer and required information on where on the salary scale the employees were. The Union didn't want to sign an agreement and the employees were not at the correct point as they would have been bound by the agreement.

8. When asked if he had ever witnessed any such disparity before in his years as a Union Officer, Mr. Nicolson responded that he had in the health sector where there was disparity in the salaries of the Lab Technicians at the Cornwall Regional Hospital to their counterparts in other regions. The issue was brought to the Ministry of Health and the Ministry of Finance where the anomalies were corrected. Thus, the Lab Technicians at the Cornwall Regional Hospital are now paid the same as their counterparts in other regions. Mr. Nicolson was of the opinion that the disparity at the Company should have been dealt with in the same manner. He was of the view that if a person is working in a similar category in a different parish the salaries should be aligned.
9. Mr. Nicholson gave evidence that the employees at the Company are restive and feel that they are being treated unfairly. The workers believe that management does not care about them as they are doing the same work and not receiving the same pay as their counterpart at JUTC. He specified that the annual salary of a driver (single operator) at the Company for the period 2018-2019 was \$579,420.00 and the annual salary of a driver (single operator) at JUTC for the same period was \$691,659.00. Mr. Nicholson stated that he was informed that if a driver transferred from JUTC to the Company his salary would not change to reflect what is paid at the Company. He would continue to earn what he was

being paid at JUTC. He went on to state that the functions of a driver (single operator) is the same as the driver (single operator) at JUTC.

10. In cross-examination, Mr. Nicolson re-iterated that a driver at JUTC and a driver at the Company who are doing the same job and employed by the same entity. In addition, the job descriptions for the various categories of workers at the Company were the same at JUTC. In answering whether interviews were conducted to verify whether the duties were the same, Mr. Nicholson stated that they used the job descriptions of both entities and interviews were not conducted.
11. In re-examination, it was brought out that the Union had written another letter to the Company accepting the offer of parity on the 12<sup>th</sup> of September 2019. The Union reminded the Company in the said letter for the salary scale for the employees which was required for the calculation of retroactive salaries with the implementation date of October 16, 2018 in mind. When asked if the amount of work should be considered when deciding parity, Mr. Nicolson stated that it is the category of work that should be considered and not the amount of work. A further comparison was made that a washer at JUTC earns more than a washer and driver (single operator) combined at the Company.
12. In answering questions by the panel, Mr. Nicholson stated that the relationship between the Company and JUTC is that they are one and the same company although they operate in different parishes and under different names. He further stated that the Chairman of JUTC sits on the board of the Company. During the negotiation process for the Company, the Union met with Chairman of JUTC. JUTC also approves the parts required for the repair of the buses. Employees from both entities are directly paid by the Ministry of Transport and Mining as per the subventions. The employees at the Company are paid partly through the subvention as well as from the monies derived from the Company's operation. He recalled one instance where the GOJ paid the entire salary of the employees at the Company.
13. The purpose of the Company initially was to transport students to and from certain districts and their schools. Over the years, the operation expanded to not only transporting students

but also the wider public. The Company and JUTC have separate negotiations but the claims are submitted to the respective entities. In this instance, the claim from the Union was submitted to the Company who then submitted it to the Ministry of Transport and Mining. The said Ministry would respond that there are certain matters that can be resolved at the local level between the management of the Company and the Union. On the matter of salaries, the Ministry would usually apply the increase agreed between the GOJ and the Confederation of Trade Unions. When the Company widened its operation to the wider public while maintaining its contracts with the schools, the workers did not receive an increase in salary. The only increase the workers received was what was agreed for the negotiated period by the Confederation of Trade Unions and the GOJ.

14. The second witness was Mr. Jasper Miller who is a driver at the Company. He is a regular driver which means that he works along with a conductress. He has been employed at the Company for four (4) years where his route of operation varies. Mr. Miller testified that drivers work on different shifts. The drivers would leave dispatch and start their operation on the route assigned. On average when operating the Montego Bay to Falmouth route, Mr. Miller stated that he would on average do three (3) round trips. He works eight (8) hours per day five (5) days per week. After completing his shift, he would report to base and submit the readings.
15. Mr. Miller stated that the base/dispatch is located at Bogue Industrial Estate. It would take approximately 1 ½ hours from base/dispatch to Falmouth via the Transport Centre in Montego Bay. He indicated that the trip could be less time but the drivers have to make approximately 30 stops per trip which aren't designated stops nor pick up areas. The bus stops whenever a passenger wants to board or disembark.
16. Mr. Miller gave evidence that he has been aware of the dispute when he started working at the Company. He heard workers complaining about their salaries and that they (employees at the Company) are not being paid the same as the sister company JUTC. The drivers at the Company learnt of the salaries of the drivers at JUTC from having conversations with the JUTC drivers when they saw each other on chartered trips. Mr. Miller recalled one instance where he met a JUTC driver who was interested in moving as he had family in

that parish. They began to compare salaries and the driver from JUTC commented that he could not work for those rates.

17. Mr. Miller stated that the drivers are expecting the same salary as their sister company JUTC as they carry out the same duties. He also stated that JUTC plays a role in the day-to-day operation of the Company as JUTC provides parts to the Company for the repair and maintenance of the buses. He is aware of this information from years of learning at the Company and from the management team.

### **THE COMPANY'S CASE**

18. The Company called two (2) witnesses. The first witness was Miss Kay Francis who is the Human Resources Manager at the Company. She has been working at the Company for nine (9) years. Her core duty is to liaise and interact with the staff as well as for employment and disciplinary matters. She described the Company as a public owned entity which the Ministry of Transport and Mining has oversight. As such, the Company through its management team interacts and provides reports to the said Ministry on a regular basis.

19. The Company was initially established in 1997 as a school bus service by private owners. In or around the year 2000, the GOJ took over its operation. With the change in ownership, the Company's operation expanded where the Company continued to offer exclusive service to students as well as to transport other public passengers. The Company has a Board of Directors which reports to the Ministry of Transport and Mining similar to other public entities under the said Ministry.

20. The routes are Montego Bay to Falmouth, Montego Bay to Cambridge, Montego Bay to Sandy Bay, Montego Bay to Goodwill and to MacField. Ms. Francis indicated that the Company is not an exclusive operator as other buses, and taxis operate on those routes. There are two (2) buses on the Falmouth route due to the decline in the number of buses requiring repairs or deteriorated. There is one (1) bus for the other routes. There are 12 drivers and 6 buses in operation. There are 2 shifts per day and 53 members of staff including management. The maximum number of buses the Company ever had in operation was fourteen (14). The pandemic and the suspension of face-to-face classes also accounts

for the decline in its operations as the buses are unable to carry the usual number of passengers in order to enforce social distancing. In addition, the Company operates in areas where the economy is dependent mainly on tourism. Due to the pandemic, most of the hotels and tourist attractions were closed so transportation services declined.

21. Ms. Francis testified that the Company was not operating as a viable one as they continued to receive subvention from the GOJ to assist with its operations as is the case with JUTC. She further stated that the Company does not operate for a profit but to provide a service that is required of them. When asked about the relationship between the Company and JUTC, Ms. Francis responded that both entities are sister companies providing public transportation under the Ministry of Transport and Mining.
22. Ms. Francis gave evidence that she was working with the Company when the issue of parity arose and that it was brought to the attention of the Board of Directors of the Company. The Board of Directors, in turn, made the decision to send it to Ministry of Transport and Mining. She indicated that the Ministry sent several responses on the matter. She indicated that she is aware that the General Manager, at the time, made an offer/proposal to the Union in relation to parity. She also recalled attending a meeting where the Chairman of the Board instructed the General Manager to write to the Ministry regarding some consent that he had probably given to the Union after the Ministry of Finance sent a document that they could not support parity at that time.
23. When asked if she had contacted the Ministry of Finance and the Public Service directly with regards to the wage parity, Ms. Francis responded that she stood guided by the Board of Directors and that the Board of Directors who gave directives for the matter to be sent to the Parent Ministry. It is then for the Parent Ministry to discuss the matter with the Ministry of Finance and the Public Service. As such, she did not overstep the Parent Ministry and go directly to the Ministry of Finance.

24. She further stated that she is aware that decisions would have to be made by both Ministries to proceed with any decision and that's why a decision was never taken by the Company on its own as the Company does not have the right to do so.

25. In cross-examination, Ms. Francis stated that she is not aware of any salary increase when there was a change in ownership and the operations of the Company expanded. She is only aware of the periodic increases by the GOJ. She further indicated that the Company and JUTC are similar entities which report to the Ministry of Transport and Mining. In her salary comparative analysis, Ms. Francis found similarity between the categories of work at the Company and JUTC. The scope of responsibilities of the workers at both companies are also the same. The job descriptions of the Company are derived from JUTC and the name of the company is changed to that of the Company. Both entities used the same accident reporting policy and she, at times, sought feedback from JUTC on certain matters.

26. In re-examination, Ms. Francis gave evidence that the only difference between the drivers at both entities was that the drivers at JUTC had a button they would push to extract the tickets. While the drivers at the Company had physical tickets. In issuing physical tickets, the drivers at the Company were required to write a waybill and to make a tally of all tickets in each direction they travelled. Ms. Francis gave evidence that the exclusive right to the Metropolitan Area does not give JUTC workers a wider scope of work as the Company is no longer a school bus system, it is a public transportation entity.

27. In relation to the buses, Ms. Francis stated that she did not recall the Company purchasing any of the buses it utilizes. The buses are sent down by JUTC as per the GOJ's directive. The buses are purchased by the GOJ which goes directly to JUTC. JUTC is then given directives to issue the buses, for example, to the Company or the Constabulary Force.

28. The second witness was Ms. Nadine Gordon who is the Director of Human Resource Management and Employee Relations within the Ministry of Transport and Mining. Her core functions include to deal with all staff related matters, settle disputes, negotiate and act as a third party between the entities and the Ministry of Finance as well as the Ministry of Transport and Mining.

29. Ms. Gordon gave evidence that she became aware of the disparity in or about October 2019 when the Chairman asked for an emergency meeting with the Permanent Secretary to settle the matter as it was at a stalemate and the workers were about to strike. It was at this point that a request was made for the Ministry of Transport and Mining to intervene to attempt to settle the matter. It was suggested to her during cross-examination that she was incorrect as the notice for strike action was served on the Company in May 2018. She later testified that the wage parity between the Union and the Company was in 2015 when the last wage claim was submitted. She indicated that the claim would not go through her or her department first. It is after the Permanent Secretary had sight of it then it would be sent to her department. She further indicated that the matter could have been sent to her department prior to her getting involved.

30. She stated that she was not able to confirm if there were discussions between the Company and the Ministry of Transport and Mining and later gave evidence that in her investigations, she discovered that there were some ongoing dialogue between the entities (the Company and the Union). It was also discovered in her investigations that an offer/proposal was made to the Union.

31. She testified that she made checks with the Ministry of Finance and Public Service to ascertain whether the matter was brought to their attention before and she didn't find anything. In an attempt to reach an amicable resolution, a submission was sent to the said Ministry. In response to their submission, the Ministry of Finance and Public Service issued Circular 7 dated May 8, 2019 to the effect that there will be no further approvals of reviews of salary scales as the said Ministry was conducting a service-wide compensation review. She further stated that she had not seen the proposal but she read that the Company made a counter-offer and there was no acceptance.

32. Ms. Gordon gave evidence that the correct procedure in processing claims received from Unions/Associations representing employees in Agencies and Public Bodies, as outlined in Circular 4 dated February 12, 2015, was not followed. She explained that once a claim is submitted within the guidelines of Circular 4, it is sent to the Ministry of Finance and

Public Service. The Ministry of Finance and Public Service would then respond by outlining the parameters in which the entity can negotiate with the Union.

33. In cross-examination, Ms. Gordon testified that she has been the Director of Human Resource Management for over seven (7) years and has worked in the Human Resource for fifteen (15) years within and outside of the Ministry of Transport and Mining. During the fifteen (15) years, she was never actively involved in salary negotiations for any Central Government or Statutory Bodies. She indicated that she sat in negotiations as the Ministry's role is an oversight body to ensure that matters are amicably resolved. She further stated that she was familiar with the different salary scales that are approved by the Ministry of Finance and Public Service.
34. When asked if she was aware if the GOJ compensated the same category of work differently, she responded that she didn't have authority to speak on behalf of the Ministry of Finance and Public Service. She then stated that she thinks that persons are compensated based on their level of responsibility, scope of business and that she thinks the situation exists.
35. She testified that she was not sure of the relationship between the GOJ and the Company and that it is an entity that generates revenue. She then stated that the Company was an entity of the Ministry of Transport and Mining with a mandate to provide public passenger transportation. She agreed that the persons employed to the Company are employed by the GOJ and that the Company operates under the mandate of the GOJ. In addition, she stated that she is not aware of any approved salary scale at the Company.
36. In answering questions from the Panel, Ms. Gordon stated that the salaries of workers at the Company and that of JUTC are not the same. She stated that she did her due diligence after recognizing the difference but she was not in a position to say why there is a difference. She further testified that there are differences in the scope of work as the Company has one (1) category of driver and JUTC has four (4) categories of drivers depending the type of buses. In order to drive some of the buses would require a different level of skills and techniques. In comparing the one (1) category of driver at the Company

and a driver of the same category at JUTC, Ms. Gordon indicated that there was a difference in the salary. Another difference highlighted was ridership which she stated was overflowing with passengers. She also indicated that there are factors such as income revenue and operating expenses should also be taken into consideration to ascertain whether there is affordability before one can apply for parity.

37. Ms. Gordon stated that from her understanding the operations of the Company did not expand after the Government acquired it in 2000. The Company's core function remained as transporting school children. While school was in session, the buses would transport the public instead of parking the buses and having a down-time. As such, they were not allowed to pick up public passengers while children were transported to school.

## **THE TRIBUNAL'S RESPONSE AND FINDINGS**

38. The Tribunal in its deliberation gave careful consideration to the evidence submitted by both parties. The Union in presenting its case for parity in the salaries of its members with that of JUTC outlined the following similarities with the entities:

- The Company and JUTC are both operators of public transportation;
- Both entities fall under the direct portfolio of the Ministry of Transport and Mining;
- Both entities are fully owned and operated by the GOJ and its workers are categorized as public sector workers;
- Both entities receive subvention from the GOJ to assist with its expenses; and
- The job titles and job descriptions/functions at both entities are the same.

39. The Tribunal accepts the evidence of the Union that a claim was submitted to the Company which included a claim for wage parity with its sister company JUTC. The Tribunal further accepts the evidence of Ms. Francis, one of the Company's witnesses that the said claim was presented to the Board of Directors of the Company who then submitted it to the Ministry of Transport and Mining. It was argued by the Company, through Ms. Gordon's evidence, that the proper procedure as outlined in Circular 4 was not followed. This was based on her not having sight of the claim until October 2019 when a strike was threatened.

It is to be noted that the notice of the strike was in May 2018 so the date she received the claim is questionable.

40. Ms. Gordon further stated that such claims would not be sent to her department directly but would go through the Permanent Secretary of the Ministry of Transport and Mining. It is important to refer to paragraph (i) of Circular 4 dated February 12, 2015 where it states:

*"All claims from Unions/Associations are to be submitted by the respective agencies to their portfolio Ministries. These claims are to be forwarded with the comments/proposals along with supporting documents."*

The said circular did not state the department nor whom such claims should be submitted to and by Ms. Gordon's admission the claim would have to be addressed to the Permanent Secretary before it is sent to her department. As such, the Tribunal does not accept that the procedure in Circular 4 was not followed based on the date she received it.

41. The Tribunal finds that the job titles and duties performed by the employees of the Company are similar to that of the employees in the same position at JUTC. This is buttressed by the evidence of Ms. Francis who stated that the job descriptions for the Company are derived from JUTC and the only thing that is changed is the name of the company. No evidence was presented to show a difference in the job functions at both entities. The Tribunal further accepts that there is disparity with regards to the salaries of those who work at the Company as opposed to salaries of the same category at JUTC.

42. The Company argued that there are differences which accounts for the disparity such as the ridership and the categories of drivers. These differences were not accepted by the Tribunal as evidence was provided and accepted that buses from both entities operate at full capacity with persons standing in the aisles. It is noted that JUTC has four (4) categories of drivers and the Company has one (1) category. When examined, it was admitted by the Company's witness that in the one (1) category that exists at both entities, there is a disparity in the salary. The fact that one entity has four (4) categories of drivers as opposed to one (1) cannot justify the disparity in salaries.

43. The Company made a further submission that although JUTC is a government entity incorporated under the laws of Jamaica as is the case of the Company, JUTC operates under the *Public Passenger (Kingston Metropolitan Transport Region) Act*. As a result of operating under this Act, JUTC is a different entity from the Company. This lead the Tribunal to question the purpose of the said Act. The Act, in effect, gives JUTC an exclusive license to provide public transportation services in the Kingston Metropolitan Transport Region. The Act does not speak to the salaries of the employees at JUTC nor the factors to be taken into consideration. Thus, the Company failed to prove the relevance of this Act to the issue at hand.

44. It is important to refer to the Staff Orders for the Public Service for guidance. Chapter 6 details the combination of factors to be considered in deriving at one's compensation in the public sector. The Tribunal finds it noteworthy to highlight section 6.2 which reads as follows:

*“Compensation includes any salary, wages and all benefits to which employees are entitled as a result of employment in the Public Service and is determined by a combination of factors, including:”*

#### **6.2.1      *Job Classification***

*A systematic method of appraising the worth of each job in relation to other jobs in the organization.*

#### **6.2.2      *Occupational Category***

*A general grouping of posts falling into groups and subgroups, whose similarities of characteristics and requirements are broad and generic.*

#### **6.2.3      *Occupational Group***

*A specific grouping of posts each with similar characteristics and requirements in terms of knowledge skill and experience.*

#### **6.2.4      *Post***

*A package of duties assigned by competent authority to one employee which when taken with all the other posts in the organization, make up its establishment.*

6.2.5 *Duty*

*A collection of related tasks forming a distinct and significant portion of the total work of one post.*

6.2.6 *Position/Classification*

*The level/grade or class assigned a post in a particular field of work.*

6.2.7 *Series*

*A set of related posts requiring graduated knowledge and experience in a particular discipline e.g. accounting.*

6.2.8 *Level/Grade*

*Position assigned a post indicating its hierarchical worth within a particular group, subgroup or series.*

6.2.9 *Pay*

*Any salary and/or allowances (pensionable or non – pensionable) excepting travelling and subsistence allowances.*

6.2.10 *Salary*

*The element of pay or amount of money that is related to the classification/grade of a post and is payment in consideration of the duties, responsibilities and nature of the job.*

6.2.11 *Salary Scale/Scaler Salary*

*The salary attached to a grade beginning with a minimum and advancing by an incremental rate to a maximum.*

6.2.12 *Allowances*

*The element of pay which is payable separately in addition to salary, is attached to a post where required and takes into account such considerations as attire, tools of trade and extraneous duties.*

6.2.13 *Increments*

*A sum of money within a salary scale by which salary is increased annually.*

45. The Tribunal must also consider Section 13 of the Labour Relations Code, which states:

*"The question of payment for work done is often a contentious area in industrial relations. Wage systems should be agreed and should not be in contravention of any statute.*

*Wage systems should also:*

- (i) Ensure that the agreed wages and rates are paid;*
- (ii) Be kept in simple terms so that workers can understand them;*
- (iii) Be kept under review to ensure their applicability to changing circumstances."*

46. The change in ownership from privately owned to a government owned entity and the extension of their scope of operation and duties from a school bus system to a public passenger transportation system should be classified as changing circumstances. As such, the duties of the employees at the Company increased significantly. The Tribunal accepts the evidence of Ms. Francis and Mr. Nicholson that the employees were not given an increase in salary when these changing circumstances occurred. Further, no evidence was provided to prove otherwise. This left the employees at a disadvantage even with the agreed periodic increases granted to public sector employees in their field over the years.

47. Following its deliberation, the Tribunal makes the following Award:

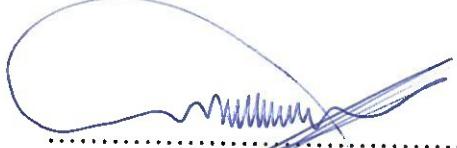
## **AWARD**

The Tribunal awards that the employees represented by the National Workers Union be granted parity in their salaries and conditions of employment with the rates paid to their counterparts employed to JUTC in the respective categories effective September 26, 2018.

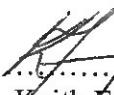
DATED THIS 15th DAY OF SEPTEMBER 2021



Sadeera Shaw  
Chairman

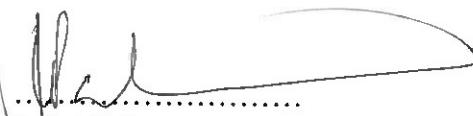


Rodcliffe Robertson  
Member



Keith Fagan  
Member

Witness



Juliet Palmer  
Secretary to the Division