

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 14/2021

SETTLEMENT OF DISPUTE

BETWEEN

UC RUSAL ALUMINA JAMAICA LIMITED

AND

**UNION OF CLERICAL, ADMINISTRATIVE &
SUPERVISORY EMPLOYEES**

AWARD

I.D.T. DIVISION

MR. DONALD ROBERTS, CD., JP.	-	CHAIRMAN
MRS. JACQUELINE IRONS, JP.	-	MEMBER
DR. DENESE MORRISON	-	MEMBER

SEPTEMBER 27th, 2022

**INDUSTRIAL DISPUTES TRIBUNAL AWARD
IN RESPECT OF
AN INDUSTRIAL DISPUTE
BETWEEN
UC RUSAL ALUMINA COMPANY
(THE COMPANY)
AND
THE UNION OF CLERICAL ADMINISTRATIVE & SUPERVISORY
EMPLOYEES
(UCASE)**

REFERENCE

By letter dated October 26, 2021 the Honourable Minister of Labour and Social Security pursuant to Section 11A(1)(a)(i) of the Labour Relations and Industrial Disputes Act (hereinafter called “the Act”), referred to the Industrial Disputes Tribunal for settlement in accordance with the following Terms of Reference, the industrial dispute described therein:

“To determine and settle the dispute between UC Rusal Alumina Jamaica Limited on the other hand and the Union of Clerical Administrative and Supervisory Employees on the other hand over the Union’s claim for increased wages and other improved fringe benefits for the period November 2019 to November 2021”



DIVISION

The division of the Tribunal selected in accordance with Section 8(2)(c) of the Act to deal with the matter comprised:

Mr. Donald Roberts, CD, JP	-	Chairman
Mrs. Jacqueline Irons, JP	-	Member, Section 8(2)(c)(ii)
Dr. Denese Morrison, JP	-	Member, Section 8(2)(c)(iii)

REPRESENTATIVES OF THE PARTIES

The **Company** was represented by:

Mr. Allan Wood, KC	-	Attorney-at-law
Ms. Kelley Wong	-	Attorney-at-law

In Attendance were:

Mr. Leonid Stavitskiy	-	Managing Director
Mr. Alexey Zaytsev	-	Chief Financial Officer
Mr. Glendon Johnson	-	Human Resource Director
Mr. Miroslav Iusuede	-	Interpreter

The **UCASE** was represented by:

Mr. Vincent Morrison, CD	-	President
Mr. Paul Works	-	Negotiating Officer
Mr. Garth Cheese	-	Chief Delegate

In attendance:

Mr. Barrington Wilks	-	Deputy Chief Delegate
Mr. Clifford Campbell	-	Delegate
Mr. Michael Moore	-	Chief Delegate (Port Esquivel)
Mr. Michael Edwards	-	Delegate
Ms. Marcia-Lee Rose	-	Delegate



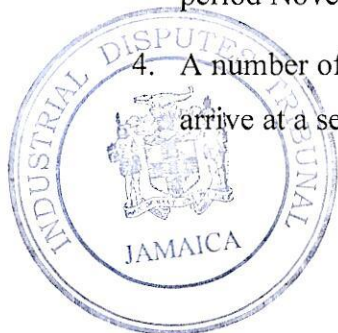
SUBMISSIONS AND SITTINGS

Briefs were submitted by the parties, and oral submissions made during twenty-seven (27) sittings from January 13, 2022 to August 10, 2022. A total of seventy-three (73) exhibits tendered and admitted into evidence.

Both parties provided written closing submissions and Counsel provided a dossier of cases and references which proved useful in our deliberations. The Tribunal gave due consideration and appropriate weight to every submission made to us.

BACKGROUND

1. UC Rusal Alumina Jamaica Limited (hereinafter called “the Company”) is incorporated and domiciled in Jamaica with its registered office located at Kirkvine, Manchester. The primary activity of the Company is the mining and refining of bauxite ore into alumina. The Company owns production facilities at Kirkvine and Ewarton in St. Catherine. Raw material and alumina are shipped through the Company’s port facility at Port Esquivel in Old Harbour, St. Catherine. The Company employs over 1,100 workers to manage its operations.
2. The Union of Clerical Administrative and Supervisory Employees (UCASE) (hereinafter referred to as “the Union”) is a registered trade union under the Trade Union Act of Jamaica. It is the sole bargaining agent for the production workers at UC Rusal’s locations at:
 - Ewarton Works, Ewarton, St. Catherine
 - Port Esquivel, Old Harbour, St. Catherine
 - Schwallenburgh Mines, St. Ann and
 - Kirkvine Works, Williamsfield, Manchester
3. By letter dated September 9, 2020, the President of the Union, Mr. Vincent Morrison submitted to the Company’s Managing Director, Mr. Leonid Stavitskiy, a 21-point claim for discussion and agreement to form the basis of a new Collective Labour Agreement for the period November 3, 2019 to November 2, 2021 on behalf of production workers.
4. A number of meetings were held at the local level, however, the parties were unable to arrive at a settlement and the dispute was referred to the Ministry of Labour and Social



Security. The matter remained unresolved despite the efforts at conciliation, hence the subject reference to the Tribunal.

5. At the second sitting of the Tribunal held on February 7, 2022 the parties requested time to consult on a number of the items and to explore the possibility for agreement. Further consultation was held and the parties agreed that the following items were settled and no longer form part of the claim before the Tribunal:

- a. **Duration** - The parties agreed on the contract period, November 3, 2019 to November 2, 2021
- b. **Travelling Allowance** - \$9,000.00 per month for the duration of the contract
- c. **Sick Leave** - Agreed as per the terms of the Holiday with Pay Act
- d. **Housing** - Parcels of land to be identified for worker housing. NHT to be consulted re the development
- e. **Production Incentive** - 15%
- f. **Compulsory Savings** - Claim withdrawn
- g. **Health & Safety** - The parties agreed to the establishment of a Committee to monitor and report on health and safety issues

UCASE SUBMISSION

6. Mr. Morrison, in his opening submission, listed the outstanding items of claims on which he pleaded with the Tribunal to make a ruling. These were extracted from the claims list attached to the letter of September 9, 2020 (previously referred), and admitted as **exhibit 1**. They are as follows:

Claim No.	Claim Items	UCASE Position
2	Wages	12 percent in year 1 and 15 percent in year 2
3	Signing Bonus	There shall be a signing bonus of \$90,000.00 for all active members of the Union (UCASE)
5	Laundry Allowance	There shall be an allowance of \$3,000.00 per week in year 1 and \$3,500.00 per week in year 2



6	Shift Premium	Shift premium shall be paid at 10 percent of basic rate on all shifts
7	Overtime/Out of Base Meal Allowance	There shall be an allowance of \$1,500.00 per occasion in year 1 and \$2,000.00 per occasion in year 2
9	Redundancy Payment	Three weeks' pay per year for the first ten years and four weeks' pay per year thereafter
11	Public Holidays	All work done on public holidays to be paid at double time the regular rate
12	Overtime	<ul style="list-style-type: none"> a. In excess of 8 hours per day or 40 hours per week to be paid at time and a half b. Time and a half to be paid for the first rest day c. Double time for the second rest day
14	Pension	That the company contribute 5 percent employee and 3 percent company
15	Scholarship Scheme for Workers' children	Company to provide a minimum of 5 scholarships each year to workers' children who qualify for University entrance
16	Group Life Insurance	To be increased to \$3 million dollars with the appropriate accidental death and dismemberment
	Health Insurance*	Health insurance coverage to be extended to temporary workers
17	Unusual Insurance/Hazard Allowance	To be discussed and agreed upon
18	Collective Labour Agreement	To be developed in booklet form before but not later than 3 months the signing of the heads of agreement
19	Reserve Clause	The Union reserves the right to amend its claim during clarification meeting



20	General	Other items not mentioned shall remain or improve where necessary
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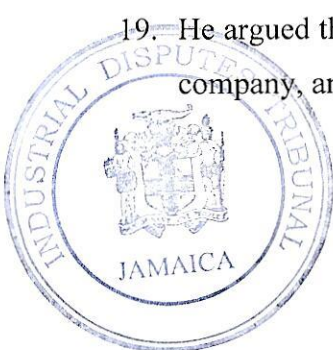
**Item was not included in exhibit 1 as set out in the Union's claim but was subsequently submitted as a revised claim during local level negotiations*

7. Mr. Morrison reminded the Tribunal that two previous heads of agreement were settled by the Tribunal and that it is important that this one be settled in accordance with the Labour Relations and Industrial Dispute Regulations.
8. The Union's first witness was Mr. Maurice Harrison who is responsible for quality control at the Plant. He said he was first employed in 2005 and was re-employed in 2010. Mr. Harrison opined that the quantity of bauxite available to be mined could last at least for forty years, and that an upgrade of the plant could result in improved bauxite mining.
9. Mr. Harrison said when he was re-engaged in 2010 the terms and conditions of his contract were changed, his salary was cut and he was told **"to either take it or leave it."** He further said he objected to clause 6.2 of his contract of employment, which represented an additional seven percent (7%) of his basic salary. The clause states that he would –

"...be paid \$9,342.00 per month on a monthly basis as compensation to cover working additional hours above normal work hours to complete jobs or respond to emergencies, staying over for any training or meetings as may be necessary, working on shifts, on holidays, working where assigned and call-out/call-back and acting in other capacities."
10. The seven percent (7%), he said, is paid to him because he does not work on shift, and not required to work overtime. He, however, occasionally works on week-ends. Workers on the shift system received a fifteen percent (15%) on their basic salary.
11. Mr. Harrison said he also objected to clause 24 in his contract – **"exclusion of right to redundancy"** - with the HR Director and was advised that the company was not breaking the law and therefore if he does not agree with any of the clause he should not sign the contract. He said to the best of his knowledge the workers are against clause 24.
12. Under cross-examination Mr. Harrison agreed that UC Rusal was the only plant on the island producing alumina and that it would be in everybody's best interest for UC Rusal to remain open.



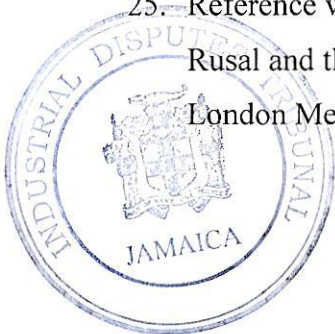
13. The second witness for the Union was Mr. Barrington Wilks, a plant repairman at the power house at Windalco and the Deputy Chief Delegate. He said that due to the age of the plant breakdown frequently occurs, and he is required to work overtime regularly and at times work 24 hours straight.
14. Mr. Wilks said he is paid \$10,104.00 per month, representing seven percent (7%) of his basic salary as a non-shift worker, and is paid whether or not overtime is worked. He noted that in November 2021 he worked a total of 77.2 hours, but based on the amount received, this only compensated for 11.2 hours. He argued that the payment for the overtime hours worked is not adequately compensated for as persons in his department work far more overtime hours than what is being provided for by way of the **“excess payment.”**
15. Mr. Wilks agreed under cross-examination that the overhauling of the boilers at the plant last for about twenty days, this is done once per year and there are a total of four (4) boilers. Workers working on shift during the overhauling of the boilers receive the fifteen percent (15%) excess payment. He admitted that workers were happy at the re-engagement in June 2010, coming from a three-day work week, and that the contracts have been renewed in successive years up to June 2020.
16. The Union’s third witness was Mr. Garth Cheese, the Chief Delegate. He was first employed in 1989 and then re-employed in 2010 under a two-year contract. He has worked continuously since 1989 and is currently an Equipment Operator at the Company.
17. It is Mr. Cheese’s evidence that Kirkvine workers are part of the UCASE bargaining unit, but are not paid the fifteen percent (15%) productivity incentive payment. He lamented the fact that public sector workers received a 4 percent salary increase but the company to date has made no offer to the Union.
18. The final witness for the Union was Mr. John Levy, the General Secretary. Mr. Levy said the Union’s claim *“is in keeping with normal industry standards and in keeping with the principles of the Decent Work Agenda...”* He noted that items such as pension and health care are common in many industries.
19. He argued that RTI Limited is the trading arm of UC Rusal and a subsidiary of the parent company, and that the pricing arrangements is not at **“arm’s length”**.



20. The Union, in light of its wage claim for twelve percent (12%) in year 1, and fifteen percent (15%) in year 2, has urged the Tribunal to give due consideration to: (a) to provide a level of wage increase that restores the bauxite sector, and in particular, UC Rusal “*as the benchmark for all the top companies such as Caribbean Cement Company, Petrojam Limited, Jamaica Public Service Company Limited and Seprod to name a few*”, and/or (b) restoring the workers’ purchasing power over the two-year period.

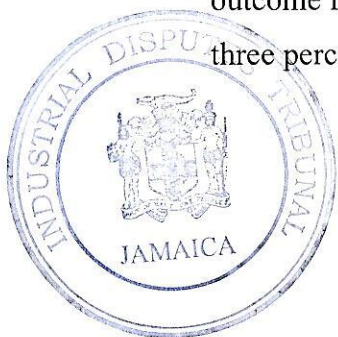
UC RUSAL SUBMISSION

21. The Company’s submission was set out by Mr. Allan Wood, QC. He said that the thrust of the Union’s claim is that they want “*to go back to the glory days of the past and seems quite oblivious of the changes which has taken place in the industry which led to the closure of the Plant and the redundancy of the workers...*”
22. The Managing Director, Mr. Leonid Stavitskiy was the Company’s first witness. He pointed to paragraph 44 of the Company’s brief which showed that the cost to implement the Union’s claim would be in excess of US\$10.6 million dollars, and that in its continued operations, the Company is dependent on support from its parent company UC Rusal to survive as the local operation is not profitable.
23. Mr. Stavitskiy noted that since the re-commissioning of the Ewarton Refinery in 2010, UC Rusal Jamaica has sustained substantial losses which have been confirmed by its audited financial statements, prepared by a reputable independent audit firm, KPMG, and which shows as of December 31, 2020 accumulated deficit of One Billion, Twenty-One Million and Fifty-Eight Thousand US dollars (US\$1,021,058,000.00).
24. He averred that as a result of the closure the Government of Jamaica granted the company a concession to the bauxite production levy to enable the restart of the Ewarton refinery, and assist the company with arriving at a commercially reasonable production cost to maintain operation. The conditions for the remission of the bauxite levy were met by the Company, and the Ewarton plant was opened on July 22, 2010.
25. Reference was also made to the sanctions imposed by the US Government in 2018 on UC Rusal and the impact this has had on the value of UC Rusal’s shares; its suspension from the London Metal Exchange in April 2018; the unattractiveness of UC Rusal’s products on the



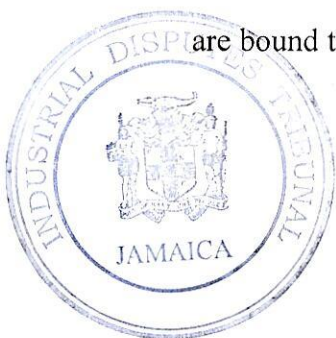
international commodity market; and the surge in aluminum prices to a six (6) year high, albeit temporary.

26. The Managing Director, in his testimony, admitted that RTI is a subsidiary of UC Rusal and the relationship is solely regulated by the terms of an agreement between the two entities, dated December 31, 2011 (exhibit 28). He noted that UC Rusal operates through a 'pricing policy' that corresponds to the average price set by the London Metal Exchange (LME) and that the arrangement with RTI does not allow for the stockpiling of alumina by the company.
27. He noted that despite the "**significant losses**" since the re-opening in 2010 the Company awarded a ten percent (10%) salary increase to employees effective January 1, 2015 and introduced an Employee Incentive Bonus Scheme with a pay-out of ten percent (10%) in June 2015, which has subsequently been increased to fifteen percent (15%). Every employee, he said, including himself as managing director, has been placed on a two-year fixed term contract since 2010.
28. Mr. Stavitskiy mentioned two previous IDT awards which were implemented and commented on the fact that the bargaining unit has received a total of forty-seven point five four percent (47.54%) wage and benefits increase between the period January 2015 and November 2020 which converts to the annual increase of seven point nine percent (7.9%) in the respective years.
29. Mr. Alexi Zaytsev, the Company's finance and IT Manager, was also called to testify by the company. He told the Tribunal that despite the overall losses UC Rusal still remains 'a going-concern', although having to depend on its parent company for financial support. He said that in respect of Port Esquivel, the monthly cost of running the Port Esquivel Plant was about US\$600,000.00, and the port earned income of approximately US\$200,000.00 per month.
30. He stated that the company had put on record an offer of five percent (5%) in year 1 and five percent (5%) in year 2 and that the Union's evidence (exhibit 54) is that the inflation outcome for the years 2020 and 2021 were five point two percent (5.2%) and seven point three percent (7.3%) respectively. He added that when compared with the increases offered



by the company to cover payroll items, the percentages average out at eight point eight two percent (8.82%) in 2020 and eight point eight six percent (8.86%) in 2021.

31. Mr. Zaytsev said that the waiver on the bauxite levy was part of an agreement reached with the Government of Jamaica for the company to use the respite to modernize and upgrade the equipment. He disagreed with the assertion made by Mr. Morrison that the company had failed to modernize the plant as millions of dollars were invested in upgrading.
32. The third and final witness for the company was Mr. Glendon Johnson, its Human Resource Director. He reiterated the impact the 2008 global financial crisis had on the aluminum market which eventually forced the company, in April 2009, to begin operating on a three-day work week.
33. Mr. Johnson informed the Tribunal that a redundancy exercise was effected in March 2010 at a cost of US\$23 Million, and that in July of the same year the company restarted operations with employees offered a fixed-term contract. He said the hourly rate paid to workers was reduced by ten percent (10%) under the new fixed term contract.
34. Mr. Johnson, in his testimony, informed the Tribunal that the communities in close proximity to the Ewarton Plant were affected by the closure and the economic impact was even “devastating” during the three-day period of work. He noted that “people were happy” when the plant was reopened.
35. He provided fairly detailed responses to the items of claim submitted by the Union, and outlined the company’s position in respect of each item. Of note was the existence of a clinic run by the company on a 24-hour basis to which the casual workers have ready access.
36. Counsel for the company, in his closing submission, reminded the Tribunal that its powers to make an award are squarely foreclosed by the provisions set out in section 12 of the Labour Relations and Industrial Disputes Act; that the previous IDT awards are conclusive in respect of those periods and cannot be revisited, and that it is circumscribed by agreements reached by the parties in the process of collective bargaining. The provisions of the Code and the common law interpretation of ‘national interest’ are matters the Tribunal are bound to take into consideration in arriving at its decision.



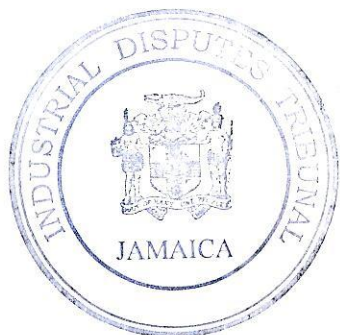
ISSUES

- a. To analyse the evidence, examine all the circumstances surrounding the dispute and set out the findings of the Tribunal.
- b. To make its award, and where necessary to offer recommendations, which in the view of the Tribunal, will promote the tenets of the Labour Relations Code and encourage good industrial relations praxis.

ANALYSIS AND FINDINGS

To analyse the evidence, examine all the circumstances surrounding the dispute and set out the findings of the Tribunal

37. The factual evidence is that Jamaica's bauxite and alumina sector faces a number of challenges, primary among them is the cost of energy and caustic soda. The June 2020 IGF Mining Policy Framework Assessment on Jamaica, commented on the "*small size of current bauxite ore bodies; and high relocation and compensation costs for those person occupying or living in close proximity to bauxite-bearing lands and mining processing operations*", as negatively impacting economies of scale.
38. There is also a gradual decline in the aluminum content in its bauxite ore, which has to do with the longevity of the plants. While the Ewarton Alumina Plant remains the only one open at present in Jamaica, the age and size of the Plant has resulted in increasing production costs, and a decline in Ewarton's alumina production in 2019, 2020 and 2021, when compared with any three (3) years in the period prior to the Plant's closure (See exhibit 50).
39. There was volatility in the price of alumina as evident in the significant changes between 2018 and 2021 where the CRU Alumina price index and the alumina average spot price in 2018 averaged around US\$474.21 per metric tons, while in 2021 it had fallen to an average of approximately US\$332.73 metric tons (See exhibit 73). However, while the spot price of alumina has been increasing incrementally since 2020, "...UC Rusal's operations are



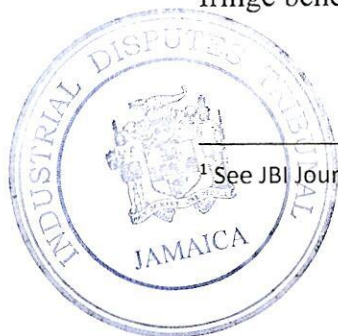
expected to be affected in the short to medium term” as a result of the Russian-Ukrainian war¹.

40. UC Rusal’s audited financial statements show losses of US\$64.6 million as at December 21, 2020, and an accumulated loss over the period 2018 to 2020 of US\$1.021 billion. However, the 2020 Financial Audit by KPMG notes that –

“the business of the company will continue for the foreseeable future. This means, in part, that the statements of profit and loss and other comprehensive income and financial position assume no intention or necessity to liquidate or curtail the scale of operations. This is commonly referred to as the going concern basis.” [Page 172 of the Company’s brief]

41. Revenue for the UC Rusal increased steadily between 2019 and 2021 from US \$128.53 million to US\$149.47 million. Net loss declined from minus US\$95.81 million to minus US\$47.62 million in the same period. The company resumed the payment of the bauxite levy in November 2021 of approximately US\$13.7 million and continues to make monthly payments.
42. The contractual arrangement between UC Rusal and its subsidiary, RTI Limited, Jersey, for the sale of alumina, has raised questions about ‘arm’s length’ dealing in pricing policies, and its impact on the Company’s financials.
43. There were material changes to the terms and conditions of employment of the workers in the period before the closure and consequent on the re-opening of the plant in 2010. For one, their status as full-time employees were changed and they were placed on two-year fixed-term contracts. Since the last contract negotiation, they would bear witness to movements in the exchange rate in 2020 and 2021 between the J\$ and its US\$ counterpart which would have negatively impacted their purchasing power and in no small measure contributed to the inflation outcome over the period 2020 and 2021 of five point two percent (5.2%) and seven point three percent (7.3%) respectively.
44. It is clear on the evidence that there is a justifiable demand for improvements in wages and fringe benefits on the part of the workers, but that the state of the Company’s finances

¹See JBI Journal, 45th Anniversary Edition, 2022, published by the Jamaica Bauxite Institute, page 87.



would not allow for those demands to be met wholesale. The Tribunal is therefore obliged to weigh these factors in coming to a decision that is proportional, reasonable and fair.

To make its award and where necessary to offer recommendations, which in the view of the Tribunal, will promote the tenets of the Labour Relations Code and encourage good industrial relations praxis.

AWARD

45. Before setting out the award the Tribunal feels obliged to address a number of issues raised by counsel which could inform our decision. The first is in respect of the terms of reference where Counsel pointed to the difference in the wordings of the terms of reference as between the present case and the two previous disputes brought before the IDT. He noted that the Tribunal in this instance is being asked to “determine and settle” the dispute over *“increased wages and other improved fringe benefits,”* whereas on the two previous occasions the disputes were to “determine and settle” improved wages “... and *other improved conditions of employment.*”
46. There was no averment on the part of Counsel to set apart the jurisdictional competence of the Tribunal to rule on any of the items of claim in the present dispute, save and except where the Tribunal’s jurisdiction would be circumscribed by statute, or held to be outside the bounds of the Wednesbury principles of unreasonableness, or having regard to joint agreements by the parties. In our respectful view, based on the surrounding circumstances and the normative praxis of collective bargaining, the terms are seen as coterminous.
47. The second issue has to do with Counsel’s pleadings that the Tribunal ought to bear in mind the precedents set by the two previous awards. Counsel is well aware that even the doctrine of *stare decisis* in the strict legal sense, cannot be an ‘inexorable command’ where there is the need *“to step over the trip-wires of previous cases and to bring the law into accord with the needs of today.”*²



² Lord Denning, in the case *Hill v. Parson*, as referenced by Smith, C.J. in *NWU & UCASE v. Jamaica Broadcasting Corporation*, M10 of 1981, p. 19

48. Having regard to the foregoing, the Tribunal makes the following award and recommendations:

Item 2 - Wages

The request of the Union to make the bauxite company, by way of our settlement with UC Rusal, the market leader in wages and other fringe benefits is well beyond the scope and competence of the Tribunal. That is a matter best settled through an external wage comparability study undertaken in a job evaluation exercise.

In arriving at our award, the Tribunal, therefore, took into account all the circumstances, including UC Rusal's offer of five percent (5%) in year 1 and five percent (5%) in year 2; the gradual improvements in the company's finances; and the inflation out-turn in 2020 and 2021, which accumulatively is twelve point five percent (12.5%).

The Tribunal therefore awards a six percent (6%) in year 1 and a further six percent (6%) in year of the Agreement.

Item 3 - Signing Bonus

The Tribunal makes no award in respect of this item of claim

Item 5 - Laundry Allowance

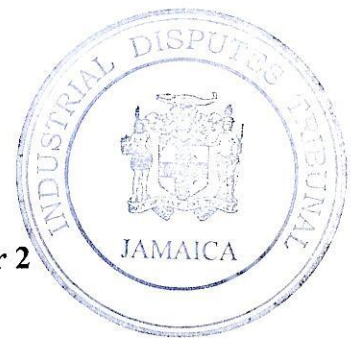
The Tribunal makes an award of \$3,000.00 for the duration of the contract

Item 6 - Shift Premium

The Tribunal makes no award in respect of this item of claim

Item 7 - Overtime/Out of Base Allowance

The Tribunal makes no award in year 1, and \$1,500.00 in year 2



Item 9 - Redundancy Payment

Mr. Wood's pleadings that the Tribunal has no jurisdiction to award on a matter of redundancy payment beyond that which the law prescribes seems reasonable, and we are sure, justiciable in Counsel's view. The meaning of section 8(4) and (5) of the ETRPA,

when examined in all the circumstances and the accompanying words, appear to squarely foreclose the reach of the Tribunal.

In the alternative, the Union has not laid out a case or provided a credible argument to demonstrate the significance of their claim beyond the actual words. The circumstance that the employment contract between UC Rusal and the worker may have been brought about by the superior bargaining power of the company could have no effect on the validity of the contractual agreement.

The Tribunal therefore makes no award in respect of this item.

Item 10 - Productivity Incentive Scheme

The parties to the dispute have essentially argued around this item on whether or not the workers at the Kirkvine Plant should receive the productivity incentive allowance. The introduction to the Incentive Bonus Payment Regulation states as follows:

“... to enhance the personnel work motivation, provide the employee with material incentives to improve their qualitative and quantitative performance; target delivery, plant processes improvement, creative and responsible attitude to work as well as compliance with job safety standards and adherence to the Company rules.”

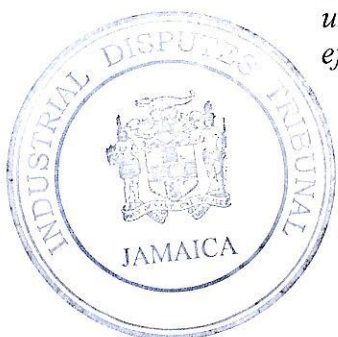
The ‘General Provisions’ clause, however, excludes employees “...working at Kirkvine Works”, who are members of the UCASE bargaining unit, but who certainly would be expected to comply with the Company rules, adhere to job safety standards and improve the quality and quantity of their performance. The contradiction - if not discrimination - is patently obvious.

The Code speaks to the need for –

“clear, comprehensive and non-discriminatory policies...[as] an indication of the efficiency of the undertaking... [and] should be developed in consultation or negotiation with workers or their representatives.” [para. 9].

The Code further emphasise the importance of ---

“communication and consultation... [as] necessary ingredients in a good industrial relations policy as these promote a climate of mutual understanding and trust which alternately result in increased efficiency and greater job satisfaction.” [Para. 19]



The spirit embodied in the Code is also expressed in UC Rusal's Values³ as set out below:

- *"Respect the rights and interest of all employees, requirements of our customers, the agreed terms of our business partners, and society;*
- *Fairness, which means payment of wages commensurate with performance and equal conditions for professional growth;*
- *Honesty in relationships and providing the information necessary to perform the work;*
- *Efficiency defined as a consistently high level of performance in everything we do*
- *..."*

Statement such as stated in 2.2 of the Incentive Bonus Payment Regulations that *"the company's management shall reserve the right to amend the entire Incentive Regulation..."* is contrary to the spirit of the Code, and defeat the very purpose for which the Regulations were intended. Further, the document does not reflect the signatures of both management and workers or their representatives.

The Union asserts that the workers at Kirkvine are members of the UCASE bargaining unit, a claim which was not contested by the company.

In light of the foregoing, the Tribunal therefore award that the Incentive Bonus Payment be extended to the workers at Kirkvine who are part of the existing bargaining unit.

Item 11 - Public Holidays

The Tribunal makes no award on this item of claim

Item 12 - Overtime

The Tribunal makes no award on this item of claim

Item 14 - Pension

The management ought to be aware of the provision of the Code under the heading 'Security of Workers', and the specific reference for management to *"provide continuity of employment, implementing where practicable, pension and medical schemes."* [Para 11(i)].

³ See <https://rusal.ru/en/about/mission-and-values/>



The Tribunal is therefore heartened by the Company's expressed willingness to implement a pension scheme once the financial situation has improved.

We strongly encourage the parties to actively pursue a retirement scheme in which they could consider participating for the benefit of the workers. The Tribunal would be interested in an update on this in the near future.

As a consequence, the Tribunal will make no award on this item of claim.

Item 15 - Scholarship Scheme for the Workers' Children

The Tribunal makes no award on this item of claim

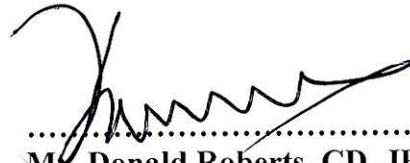
Item 16 - Group Life Insurance

The evidence offers much hope that this item remains part of the active discussion between the parties at the local level.

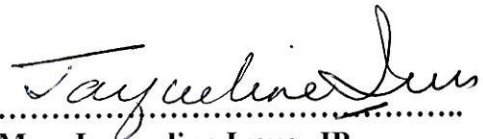
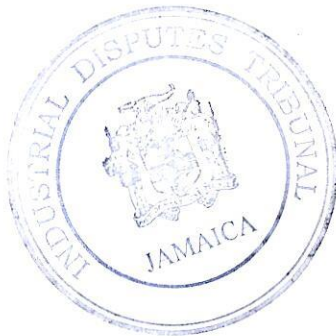
As a consequence, the Tribunal makes no offer in respect of this item of claim



DATED THIS 22nd DAY OF SEPTEMBER 2022.



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Mr. Donald Roberts, CD, JP
Chairman

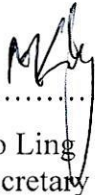


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Mrs. Jacqueline Irons, JP
Member



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Dr. Denese Morrison, JP
Member

Witness:



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Mr. Mario Ling
Acting Secretary to the Division