This is a trade dispute between the Steel Workers' Union of Trinidad and Tobago (hereinafter called the "Union") and Caribbean Ispat Limited (hereinafter called the "Company"). The dispute which was reported by the Union to the Honourable
UNDISPUTED FACTS

Mr. Motilal Jaglal (hereinafter called the “worker”) was employed by the Iron and Steel Company of Trinidad and Tobago (ISCOTT) in 1980 as a Millwright. In 1989 the Company took over the operations of ISCOTT and the worker has remained in its employ.

The worker is a Senior Millwright and in 1992 he was assigned to the Utilities Department (Main Substation). He has also acted in the senior position of Mechanical Supervisor on several occasions and he has been sent on work related courses during his tenure with the Company.

THE UNION’S CASE

It is the Union’s case that in 1992 the Company established a new vibration department and the worker was selected by Mr. K.V. Prakash, Mechanical Maintenance Manager, to assist him (Prakash) in Vibration Analysis Monitoring for the Company’s plant. As a consequence, the worker was transferred from the Main Substation to the Rod Mill to assist in the collection of vibration data.

Mr. Prakash, who by all indication is an expert in the area of vibration monitoring, trained the worker in the new area of vibration data collection. From 1992 - 1996 the worker received both formal and on-the-job training in the area. Apart from formal training, the worker spent those four years directly involved in the data collection at the plant. His duties included the taking of vibration measurements for the plant and faxing the said data abroad where it is analysed and the results are sent to the Plant.
The worker testified that apart from collecting data from the various sections of the plant, the Company introduced a new Bag House with new equipment and he was required to take "water flow measurement, temperatures on the machinery, also vibration measurements".

Since this type of data collection was new to the Company and he was the only worker who was familiar with the equipment he worked overtime on most days.

The duties which the worker performed at the Rod Mill, were additional duties and not duties which were performed by the other Senior Millwrights.

In 1996 the worker was shown a letter by Mr. Prakash which informed that he would be receiving a 10% allowance for the additional work which he was doing. The Union was not consulted on the matter.

A full text of this letter is reproduced hereunder and read as follows:-

"CONFIDENTIAL

April 3, 1996

TO: Managing Director
   Vice President, Operations

FROM: General Manager, Central Services

SUBJECT: VIBRATION ANALYSIS

It is proposed to extend the vibration monitoring throughout the rest of the Plant (Rod Mill is already in operation) from April 10, 1996. Mr. Jaglal, Senior who is already trained, is proposed to carry out the monitoring.

The man-hours per week to be invested by Mr. Jaglal are:

<table>
<thead>
<tr>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rod Mill</td>
<td>16</td>
</tr>
<tr>
<td>D.R.</td>
<td>10</td>
</tr>
<tr>
<td>Steel Plant</td>
<td>5</td>
</tr>
<tr>
<td>C.S. &amp; Misc.</td>
<td>9</td>
</tr>
</tbody>
</table>
TOTAL = 40 hours

The readings obtained through monitoring will be sent to ITR, USA on a discrepancy basis for computer analysis and reporting. The estimated cost per month for this purpose is as follows:

**USD**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rod Mill</td>
<td>1,940</td>
</tr>
<tr>
<td>Steel Plant, D.R., C.S. &amp; Misc.</td>
<td>1,660</td>
</tr>
</tbody>
</table>

**TOTAL** = 3,500

The expenditure is related to the number of points referred to ITR, USA. Efforts will be made to control the expenditure by avoiding reference of points as and when they render themselves unimportant for close monitoring. However, while taking the readings, very good ideas would be obtained. This is a highly skilled and needs continuity.

We propose to utilize the services of Mr. Jaglal from Rod Mill for the entire plant by sanctioning 10% allowance for his services.

Signed: P. VENKATACHARYULU

cc: General Manager, Rod Mill

The worker received this 10% allowance each month from 1996 until the end of 1999 when the Company abruptly stopped the said allowance. He made enquires to management about the removal of the allowance. He was informed orally by Mr. Prakash that he was not required to take vibration readings from the various departments of the plant except when he is requested by a manager of a department to do so. At present the worker continues to collect vibration data for the Rod Mill but not for the entire plant.

Rudolph Deonath, Mechanical Supervisor in the Mechanical Utilities area gave evidence on behalf of the Union. Mr. Deonath testified that he once held the position of Senior Millwright.
As a Senior Millwright he did not perform duties of vibration data collection. He said that from his knowledge no vibration Analysis was done at the Company's plant during the period 1980 – 1992. According to Mr. Deonath from 1992 the worker was the only person who was involved in vibration analysis data collection and up to the time of the hearing of this dispute there was no other Senior Millwright who collected vibration data.

He stated that although Mr. Prakash was the manager in charge of vibration analysis at the plant, the worker did actual work of collecting the data. According to Mr. Deonath, "Mechanical Utility has hundreds of equipment so he (the worker) will come with his Vibration Analysis to check the equipment. Sometimes, he will ask me to go around with him just to show him the equipment. He did it in the DR1, plant DR2 plant and the entire Rod Mill and Bag House."

The Union has argued that in 1996 the worker

"...was also up for a promotion in accordance with the proposition line outlined in the Collective Agreement. The worker was transferred to another department therefore causing the promotion line to elude him".

"The Company's removal of 10% for duties of Vibration Analyst, which form part of the worker's job description in accordance with the Agreement was done unilaterally without due consideration, consultation and without cause...and that the worker was unfairly discriminated against."

COMPANY'S CASE

The Company's case is that the worker was involved in vibration collection for a period of time and he was paid an allowance. He no longer performs those duties so the allowance was removed.
Indra Bahadur Singh, General Manager, Central Services, testified that prior to 1995 the worker reported to him and he was then transferred to Rolling Mills from Central Services at the request of the General Manager Rolling Mills.

The following is his evidence about vibration analysis in the Company:

"Vibration analysis is a new technology where vibration data of any machine is analysed on the computer where its wave forms is calculated...

...Where the wave form of any vibration is analysed on the computer where its amplitude, time reference, its energy, is seen on the computer as a spectrum and then analyse the reading of that vibration, how it could be harmful to any machine of any different characteristics, then based on that, it is predicted what it the level, whether that machine needs maintenance, how long it can last. So this information is analysed by the vibration analysis."

He said that the position of Vibration Analyst does not exist anywhere within the maintenance structure. He agreed that in 1995 the worker was the only Senior Millwright collecting vibration data and he was trained to take data from machines. Mr. Singh's evidence is as follows:

"He was provided with a tool called 'vibration data collecting tool'. He would go near machines and put sensors close to the bearings and gear boxes, and the data gets collected in the machine.

When this data is collected -- it is called 'data collector' -- electronically, there is a censor. Once you put the censor on the machine, it automatically collects data in the data collector. Then, this is unloaded on the computers and, how it is unloaded? Either you can unload directly to the computer, or through the telephone network, you could send to the other receiving station. There are two ways, as I said. You could unload if you have the analyst, you can unload on the computer directly hooking or suppose third party in America, like ITR..."

Mr. Singh said that the Company has now acquired knowledge in the area of vibration analysis, this is largely due to the fact that two (2) engineers were sent
to be trained in 1999 and two others were trained subsequently. He explained to
the Court the reason why the worker was paid an additional remuneration by
saying the following.

"...It was in 1996, when he was asked to go all over the Plant Urea
Disc Vibration Analysis was introduced in the Rolling Mill in 1995.
Then after one year the preventative maintenance was further
expanded all over the Plant where Mr. Jaglal was asked to go and
take the data in other parts of the Plant."

The Company has argued that the 10% allowance, which was paid to the worker,
was conditional upon the collection of data. It was therefore removed when he
was not required to collect data for the entire plant.

ISSUE

ALTERING OF THE WORKER’S TERMS AND CONDITIONS OF WORK

The main issue in this trade dispute is whether the Company can introduce new
terms and conditions to the worker and remove these terms without any
consultation with the Union.

First of all, there is no evidence to suggest that when the 10% allowance was
introduced in 1996, without any consultation, that the Union objected to the
manner in which it was introduced to the worker.

Therefore, when the worker accepted this extra payment for the additional duties
and the Union remained silent on the issue, although done unilaterally, this
constituted a consensual variation of the worker’s contract of employment with
the Company.
In 1999 when the worker was informed orally that the remuneration was removed, the Company again unilaterally altered his terms and conditions of work despite the existence of a recognised majority union.

The Court respects management rights to organize its affairs at the work place. Indeed it is our view that employers must not be prevented from introducing improved business methods and techniques in the furtherance of seeking to have successful and viable enterprises. However good industrial relations requires that companies hold discussions with Unions particularly on matters which affect the terms and conditions of workers.

It is a well known principle of industrial relations that where there is a recognized majority union, a Company is duty bound to hold talks with that Union at such times when it proposes to alter the terms and conditions of workers. The importance of this obligation on the part of the Company cannot be overstated. The Court therefore would not sit idly by and allow any Company to unilaterally alter a worker's terms and condition of employment to his detriment.

We find therefore from the totality of the evidence that:-

1. the Company was duty bound to hold talks with the Union when it contemplated altering the worker's terms and conditions of work;
2. the worker continues to perform duties vibration data collection albeit on a smaller scale;
3. the Company has unilaterally introduced new terms and conditions of employment with respect to the worker even though there was a recognized majority union;
4. the Company has unilaterally and abruptly altered the worker's terms and conditions to his detriment;
5. that the Company is in breach of good industrial relations practices; and
6. The decision to remove the 10% remuneration after a three year period is harsh and oppressive and cannot be supported by law, equity and good conscience.

ORDER

We therefore order that the worker do continue to receive the 10% allowance with effect from December 1999 until such time as the rate of the job position he occupies, through collective bargaining, surpasses that of his present combined salary and allowances.

We further order that all outstanding payments which are now due and owing to the worker as a result of this order to be paid to him on or before 11th August, 2007.

We so rule.

Mrs. D. Thomas-Felix
Chairman

Mr. P. Rabathaly
Member

Mr. A. Aberdeen
Member