

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: 10/2020

SETTLEMENT OF DISPUTE

BETWEEN

GROVE BROADCASTING COMPANY LIMITED
(t/a IRIE FM)

AND

NATIONAL WORKERS' UNION

AND THE

AWARD

I.D.T. DIVISION



MISS. SADEERA SHAW	-	CHAIRMAN
MR. RODCLIFFE ROBERTSON	-	MEMBER
MR. KEITH FAGAN	-	MEMBER

AUGUST 8, 2023

IDT 10/2020

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

**IN RESPECT OF
AN INDUSTRIAL DISPUTE
BETWEEN**



**GROVE BROADCASTING COMPANY LIMITED (t/a IRIE FM)
(THE COMPANY)**

AND

**NATIONAL WORKERS' UNION
(THE UNION)**

REFERENCE

By letter dated May 15, 2020, the Honourable Minister of Labour and Social Security pursuant to Section 11A(1)(a)(i) of the Labour Relations and Industrial Disputes Act of 1975 (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:-

The Terms of Reference were as follows:

"To determine and settle the dispute between Grove Broadcasting Company Limited (t/a IRIE FM) on the one hand, and the National Workers Union on the other hand, over the Company's decision to implement a salary cut with effect from April 20, 2020".

DIVISION

The Division of the Tribunal which was selected in accordance with Section 8 (2) (c) of the Act and which dealt with the matter comprised:

Miss 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:

Mr. Howard Duncan	-	Industrial Relations Consultant
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The **Union** was represented by:

Mr. Khurt Fletcher	-	Industrial Relations Consultant
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SUBMISSIONS AND SITTINGS

Briefs were submitted by both parties who made written and oral submissions during twelve (12) sittings from March 22, 2021, and December 6, 2022.

At the 1st sitting on March 22, 2021, both the National Workers' Union and the Company objected to the Terms of Reference and the Ministry was so advised. By letter dated April 20, 2022, the Tribunal was advised that it is the position of the Minister that the Terms of Reference remains unamended as originally sent to the Tribunal by letter dated March 15, 2020.

BACKGROUND TO THE DISPUTE

1. Grove Broadcasting Company Limited (t/a IRIE FM), *hereinafter referred to as "the Company,"* is a broadcast radio station located in the parish of St. Ann. It began test transmissions in July 1990 and officially went on air on August 1, 1990. With the birth of the Company, Jamaican media experienced one of its most transformative moments as it is the first radio station to present an all-reggae format. The Company, since then, has become more than just the Mecca of reggae music and Jamaican culture.
2. The National Workers' Union (NWU), *hereinafter referred to as "the Union",* is a trade union duly registered under the Trade Union Act, having its registered office at 130–132 East Street, Kingston.
3. In March 2020, the Company informed the employees of its intention to implement mass layoffs due to the effects of the COVID-19 pandemic. In response, the workers took industrial action on March 31, 2020. As a result, there was a meeting where the Company and the Union reached an agreement for employees to resume work on April 1, 2020, and for the Company to withdraw the layoff letters. It was also agreed that both parties would have further discussions to address the issues they faced. On April 20, 2020, the Company then made the decision to layoff a number of staff as well as to reduce the salary of the remaining staff complement.
4. The Union then sought the assistance and intervention of the Ministry of Labour and Social Security to contest the Company's decision. No resolution was reached, and consequently the dispute was referred to the Industrial Disputes Tribunal for determination and settlement.





THE UNION'S CASE

5. The Union presented its case through two (2) witnesses. The first witness was Mr. Robert Williams, who testified that he is the Manager of the Sports Department as well as the Chief Delegate. He gave evidence that he was the Acting Manager of the Sports Department from July 2021 and was promoted to the Manager of the said department in November 2021. He further stated that he has been Chief Delegate at the Company since 2016.
6. He explained his understanding of a collective agreement as an agreement between the Company and its workers through their representative after negotiation, consultation and proposals presented have been agreed and signed to. It is his evidence that included in such a collective agreement would be terms and conditions of employment, compensation and policies.
7. Mr. Williams testified that in 2020 after the announcement of the 1st COVID case in Jamaica, the Company notified the Union that as a result of the downturn in business, the Company had to take some steps to keep the business running. He gave evidence that a meeting was held with the Union and the Company on or about March 20, 2020, where the Company outlined the challenges, they faced and explained some of the steps they had considered such as layoffs and salary cuts in an effort to cut the salary budget by \$3.6 million dollars. He further gave evidence that in response the Union informed the Company that layoff and salary cuts should not be the first step in addressing the challenges that the Company faced. He stated that the Union then requested more information such as the Company's financials, the positions being considered for layoff or salary cuts. He also stated that the Company didn't provide the requested information to the Union.
8. It is Mr. Williams' evidence that on March 31, 2020, he received a call from the Human Resources Clerk who informed him that she had a letter for him. He proceeded to her office where he was handed a letter which detailed that he was laid off as a result of the challenges the Company faced due to COVID. He testified that approximately twenty-seven (27) layoff letters were issued.



He gave evidence that after the receipt of the layoff letters, the employees staged an industrial action for a few hours. He stated that a meeting was held with the Company and the Union where it was agreed that the Company would withdraw the layoff letters, the workers would return to work, and the parties would continue to have discussions to find a solution to the issues they faced. It was also agreed that the Company would provide the information the Union had originally requested, which was later submitted to the Union.

10. He testified that there was a meeting with the employees where they (the employees) were informed that the Company needed to save on the salary bill or else employees would be separated from their jobs. He gave evidence that the members of the Union were tasked to find ways to avoid such a scenario. He stated that in the said meeting with the employees, they (the employees) collectively made the suggestions which were formulated into a proposal to avoid employees being laid off. He also stated that the Union also proposed salary cuts for certain categories of workers in its proposal to the Company.
11. It is his evidence that with the suggestions from the employees the Union submitted a proposal that could save the Company eight million dollars (\$8,000,000) without any layoffs. He testified that the proposal outlined a salary deferral of 20% for line staff, 50% salary cut from Managers, consultants' fees and sales representatives' base pay along with other ways in the Company could save. He further testified that in the said proposal, it highlighted that the 20% deferral should be paid retroactively to the line staff in December 2020 as a bonus. He gave evidence that the Company responded to the Union's proposal by letter dated April 16, 2020, where the Company informed the Union of their disagreement with the 20% deferral and that based on their calculation the savings would be less than that calculated by the Union.
12. He stated that after the Union's proposal was sent, there was further communication between the parties via email dated April 18, 2020, where the Company emailed the Union and informed them of its decision which would be implemented on April 20, 2020. It is his evidence that on April 20, 2020, the Company issued a letter to all of its employees to inform them that the Company and the Union started discussions, but the said discussions did not advance as was expected and to inform them (the employees) of the Company's decision to reduce operations which would result in salary reductions, rotation or layoffs. It is also his evidence that on the



same day (April 20, 2020), layoff letters were again issued to the employees as well as letters indicating salary cuts.

13. He testified that he received one such letter where his work hours were reduced from working five (5) days to two (2) days per week which resulted in a reduction in his salary. He gave evidence that prior to the letters being issued, there was no discussion, consultation nor agreement between the parties. He explained that the Company's decision resulted in him facing significant economic challenges such as not being able to meet his financial obligations. He stated that in a letter dated April 28, 2020, the number of days he was required to work increased from two (2) days to three (3) days. He also stated that by way of letter dated July 27, 2020, he was informed that he would receive 70% of his base salary effective July 1, 2020. He maintained that there was no discussion, consultation nor agreement prior to that decision. It is his evidence that his full salary was restored in or about September or October 2020.
14. Mr. Williams testified that the Company didn't abide by the labour agreement nor what is expected from a unionized environment when they (the Company) made the unilateral decision to layoff employees and to cut salaries. He gave evidence that the Union was informed of the Company's intention to implement a salary cut. He stated that the Union objected to the said salary cut and the manner in which it was conducted as there was no agreement to implement same.
15. The second witness was Mr. Mark Hudson, who testified that he is the System Administrator at the Company. He gave evidence that he is a unionized member of staff, and the Union has been negotiating their salary and terms of conditions since 2016. He stated that he is at the Tribunal because in 2020 the Company implemented a salary cut without their consent. He further stated that the employees were informed of the salary cut via letter dated April 20, 2020. It is his evidence that his normal salary was returned in September 2020. Mr. Hudson testified that he isn't aware of any agreement between the Company and the Union that included a salary cut.
16. Mr. Hudson gave evidence that he was not aware that the Company invited the Union in March 2020 to have discussions on the impact of the pandemic. He stated that he was aware of some

discussions concerning deferral so that all employees could stay on board working without being terminated or made redundant, but he didn't know the specifics. It is his evidence that the said meeting occurred prior to the industrial action by the employees.

THE UNION'S CONTENTIONS

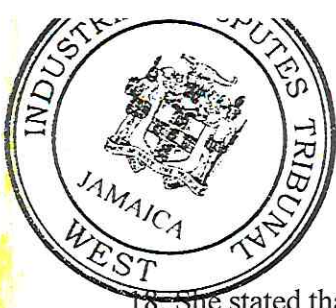
The Union contends that:

- a. The salary cuts were initiated by the Company in its proposal dated April 3, 2020;
- b. The Company unilaterally decided and implemented salary cuts by letter dated April 20, 2020;
- c. There was no agreement between the Union and the Company to implement salary cuts;
- d. The Company acted in violation of paragraph 19(b) of the Labour Relation Code (1976) by implementing salary cuts without proper consultation;
- e. The Union asks that the affected employees who experience salary cuts be reimbursed from the date of its implementation to the date when the salaries were reverted to 100%.

THE COMPANY'S CASE

17. In presenting its case, the Company, through its representative, Mr. Howard Duncan, called one (1) witness. Their sole witness was Mrs. Debbian Dewar who testified that she has been the Managing Director at the Company since March 2014. She gave evidence that her responsibilities included the proper functioning and running of the Company, helping to set the Company's strategic direction, the proper planning and undertaking of risk assessments to ensure the Company's business is carried out efficiently and ensuring that the goals set are successfully achieved.



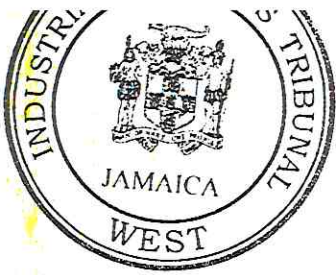


18. She stated that on or around March 15, 2020, the 1st confirmed case of COVID in Jamaica was announced. She further stated that the next day the Company noticed a significant number of cancellation requests which continued to deteriorate. It is her evidence that the number of bookings dropped by about 80-90%. She testified that the main source of income for the Company was advertising. She gave evidence that prior to COVID the Company's wage bill was at least \$17 million dollars. It is her evidence that in peak season, the Company's revenue was approximately \$40-\$45 million dollars and in the low season, it would drop to approximately \$20 million dollars. She also indicated that the average monthly expenses would run in excess of \$30 million dollars. The aforementioned cancellation requests drove the company to a projected revenue of approximately \$4-\$5 million dollars.
19. Mrs. Dewar testified that she conducted an assessment in order to ascertain the impact of the pandemic on the business and upon completing her assessment, she called Mr. Howard Duncan and the Union to a meeting held on March 20, 2020, to discuss same. She indicated that the purpose of the meeting was to notify the Union of what was happening and to invite them on board to have discussions as to how the Company could remain viable during the pandemic as well as any possible implications on the employees. She gave evidence that the parties didn't reach a solution at the end of the said meeting.
20. Mrs. Dewar stated that on March 31, 2020, the Company issued letters of layoffs to some of its employees. It is her evidence that the employees took industrial action (strike) for a few hours in response to the Company's decision. She testified that she reported the matter to the Ministry of Labour and Social Security. The parties met and an agreement was reached whereby the Company withdrew the layoff letters, the employees returned to work and the parties would continue to have discussions regarding the issues they faced. She gave evidence that the matter was concluded at that point.
21. She recalled that the Company and the Union met on or about April 1, 2020, where the Union requested a number of documents in order to assess the justification for the layoffs. She stated that she intended to send the requested documents the evening of April 1, 2020 but realized that the presentation she made to the Board and the documents used was the Company's position as was captured on March 31, 2020. She also stated that since she met with the Union in April

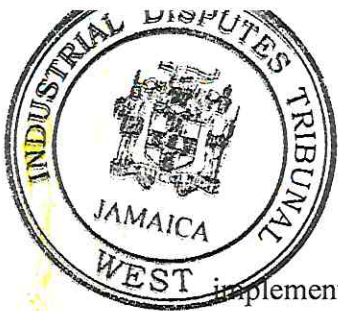


2020, she decided to review the documents inclusive of the figures in the cash budget, cash flow, sales forecast and the receivables forecast. As such, she was unable to submit the documents on time, but was able to submit them to the Union on April 3, 2020, along with an apology for the delay. It is her evidence that there was no mention of any reduction in salaries in the said documents sent to the Union.

22. She explained that in preparing the document sent to the Union she looked at the employees who were necessary to ensure that the Company continued to operate such as the Presenters. The proposal indicated that the Presenters would continue to earn their full salary to prevent any undue hardship as they were required to traverse to different parishes and to prevent dead air on the airwaves. The Telephone Operators, News Department, IT Department (one person), the drivers (two persons) and Engineers were also considered crucial, and it was proposed for them to continue to earn their full salary. She considered the Traffic Department and other departments as back-end departments and as such it was proposed that those employees be placed on rotation. She continued by stating that Managers were also placed on rotation. The document concluded with the names of the persons proposed to be laid off and the rationale.
23. She testified that the Union responded on April 8, 2020, indicating that they (the Union) had reviewed the document and that they were not in agreement with what was proposed. She gave evidence that the Union put forward a counterproposal after dialogue with some of the employees. She stated that upon receipt of the Union's counterproposal, she immediately notified the Board and reviewed the contents. She also stated that she didn't think that the counterproposal was unreasonable and felt that the main thrust of the Union's counterproposal was to see the best way the Company could keep everyone on the wage bill.
24. It is her evidence that she worked the numbers from the Union's counterproposal and reported her findings to the Board. She testified that it was the Union that initially proposed salary cuts in their counterproposal. She disagreed that the Company's proposal which included rotation, required Managers to work less days and Sale Representatives to work with 50% of their base pay were not proposed salary cuts. She also disagreed that the said salary cuts in the Union's counterproposal were taken from the Company's proposal.



25. Mrs. Dewar gave evidence that she responded to the Union on April 16, 2020, and in her response, she expressed her agreement with the Union's counterproposal. She stated that she inserted the salary cuts proposed by the Union into the initial documents sent to them which formed the Company's counterproposal. It is her evidence that the Union and the Company communicated between April 8, 2020 (when the Union submitted their counterproposal) and April 16, 2020 (when the Company sent their counter to Union's counterproposal). It is also her evidence that there was no agreement between the Company and the Union with regards to any aspect of the Union's counterproposal when the Company responded on April 16, 2020.
26. She testified that the Union responded via email dated April 18, 2020. She gave evidence that there wasn't any disagreement with the proposed salary cuts and that the Union's response did not indicate that they were seeking time to review the Company counterproposal sent on April 16, 2020. She was of the view that the Union's response on April 18, 2020, indicated an agreement when the Union stated that the Company would have accepted the measures proposed and what was not settled was the issue of layoffs.
27. She stated that the Company responded via email to the Union's email on the same date, April 18, 2020. She also stated that the Company's response indicated in part that whilst the parties started to have discussions, they were not understanding each other. It is her evidence that the response continued to state that the Company had to implement the measures on April 20, 2020, as communicated to the Union. It is also her evidence that what she got from the Company's response on April 18, 2020, was that the parties had an understanding that the measures to be taken on April 20, 2020, were necessary and the parties can have further discussions. She testified that only the Managers were notified beforehand of the Company's decision where they had dialogue and any queries the Managers had, were answered.
28. She gave evidence that the Company's position from the beginning to keep the Company viable was layoffs. She stated that the Union wanted the Company to explore the option of salary cuts in an effort to keep everyone on the wage bill as well as some other cost-saving measures. She reiterated in her evidence that the Company didn't find the Union's counterproposal unreasonable, so she edited it and implemented it on April 20, 2020. It is her evidence that she was the one who decided the percentage of the salary cuts which were



implemented on April 20, 2020. She testified that the Union didn't raise any objection to the salary cuts at the time of its implementation and they still have not raised any such objection as they were more concerned about the layoffs.

29. She gave evidence that she did a further assessment in July 2020 where some of the projections were not as dire as they had seen before. She stated that based on that analysis, the Company realized that it could increase the employees' salaries. She also stated that she informed the Union via letter of what the analysis revealed and to informed them of the Company's decision to increase the employees' salaries from 40% to 70% for line staff and 50% for Managers. It is her evidence that the Union responded that they were pleased to hear that the Company's position was improving and that they wanted the Company to re-visit the matter of the laid off employees.
30. Mrs. Dewar testified that sometime in August 2020, the Company realized that it needed to recall five (5) positions. The Company invited the Union to a meeting to discuss same held on August 26, 2020. She also testified that the purpose of the meeting was to discuss increasing the salaries up to 90% with the caveat that if the situation worsened then the Company would return to the COVID Response Plan as well as to discuss two (2) employees who requested redundancy.
31. She gave evidence that in the meeting, the Union proposed that all employees who were laid off be called back to work at 70% of their salary, that the employees who were already on the payroll remain at 70% and Managers' salaries be increased to 70% instead of only increasing those who were already on payroll to 90%. She stated that after the meeting, the Company proceeded to implement its position where the salaries of the employees already on payroll were increased to 90%.
32. It is her evidence that she conducted a further analysis of the Company in September 2020 and realized that the salaries of line staff and management except herself could be increased to 100% which the Company implemented. It is also her evidence that the Company decided to call back the aforementioned five (5) employees at 100% salary. She later testified that there

was no agreement between the Company and the Union when the Company reverted the salaries to 100%.

33. She gave evidence that whenever there was an agreement between the Company and the Union on behalf of the employees, it is usually done verbally or in writing. She disagreed that in instances where the agreement was verbal that there was a paper trail which spoke to the verbal agreement. She stated that there was a collective agreement between the Company and the Union which dealt with the employees' compensation, grievance procedure along with other policies. She agreed that in instances where there was an alteration to an employee's salary that it should go through the formal process. It's her evidence that it would not necessarily include a signed agreement. It is also her evidence that the Union didn't sign an agreement concerning the salary cuts.

THE COMPANY'S CONTENTIONS:

The Company contends that:

- a. The Union initially proposed salary cuts in its proposal to the Company in response to the impact of the pandemic on the Company;
- b. The Union's proposal was accepted and implemented on April 20, 2020;
- c. There was an agreement between the parties and an understanding that the issue faced by the Company had to be urgently addressed;
- d. The salaries were reverted to 100% as the Company's finances improved;
- e. The Union had no objection at the implementation of the salary cuts or afterwards;
- f. Not all agreements between the Company and the Union were subject to writing with signatures affixed.





THE TRIBUNAL'S RESPONSE AND FINDINGS

34. The Tribunal in its deliberation gave careful consideration to the evidence submitted by both parties. It is accepted that the 1st case of the pandemic, COVID, was in or about March 2020 which affected both companies and individuals in their daily operations. In the instant case, the Company recognized that it had to make some changes to ensure its viability during the said pandemic. This approach is supported by s. 2 of the Labour Relations Code which states:

"... Recognition is given to the fact that management in the exercise of its function needs to use its resources (material and human) efficiently. Recognition is also given to the fact that work is a social right and obligation, it is not a commodity; It is to be respected and dignity must be accorded to those who perform it, ensuring continuity of employment, security of earnings and job satisfaction.

The inevitable conflicts that arise in the realization of these goals must be resolved and it is the responsibility of all concerned, management to individual employees, trade unions and employers' associations to co-operate in its solution. The code is designed to encourage and assist that co-operation."

35. It is accepted that in an effort to find the best solution the Company and the Union had a meeting on April 1, 2020. During the said meeting, the Union requested some documentation from the Company to substantiate their position. The said document (proposal) was submitted to the Union on April 3, 2020 (exhibit 17). The Tribunal accepts the Company's evidence as it relates to the content of the proposal which outlined the departments which would remain at full salary, other departments which were considered back-end departments and Managers would be placed on rotation and other employees would be laid off.

36. The Union disagreed with the Company's proposal and put forward a counterproposal on April 6, 2020 (exhibit 4). In the said counterproposal, the Union proposed 20% deferral for line staff to be reimbursed in December 2020 as a bonus, salary cuts for other categories of workers as well as other cost saving measures in an effort to prevent any layoffs. The Tribunal did not agree with the Company's evidence that it was the Union who initially proposed the salary cuts nor did the Tribunal see the importance of such. The Tribunal finds that what is important is communication and consultation of the various points in the proposal and counterproposal to find a solution (agreement) as opposed to finger pointing who proposed what.

37. The Tribunal accepts that the Company responded on April 16, 2020, with a cover letter and a counterproposal (exhibit 13 and 14) to the Union's counterproposal. In the said cover letter, Mrs. Dewar stated:



"We are putting forward our counterproposal which we feel reflect a true representation of company's position during these difficult times..."

The company has carefully analysed your suggestions as it relates to savings and your suggestion to keep all the employees on the payroll, after exploring all options the finances just cannot carry all the operating expenses."

With that said, the Tribunal does not accept the Company's evidence that Mrs. Dewar expressed her agreement with the Union's counterproposal in the above-mentioned cover letter and counterproposal. If the Tribunal finds that if the parties agreed to the salary cuts, there would be no need of a counterproposal which included issues concerning both salary cuts and layoffs.

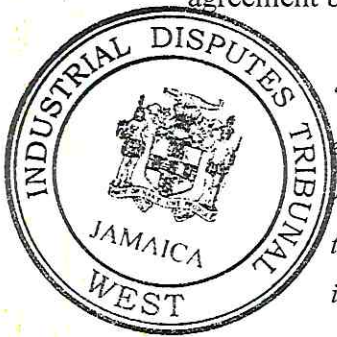
38. The Union responded to the Company's counterproposal on April 18, 2020 (exhibit 15). The Tribunal accepts the Union's argument that the purpose of the response was to ask for time to review the document which was sent to them two (2) days before. The Company argued that the Union indicated that there was an agreement in its response when it stated that the Company has accepted the measures proposed. The Tribunal disagrees with such an argument as it is not substantiated by evidence. The Union's response states in part:

"The Union despite Mr. Duncan's email apologizing for the delay in their response has been assiduously working to respond to the document sent to us."

We are still however going through the document but are surprised that even whilst the company has accepted that the measures, we proposed for savings are legitimate and would redound to same have still sent back proposals that include layoffs which we feel our document had mitigated by eclipsing the original cost of the proposed layoffs. We continue to abide by the Labour Relations Act in participating in the consultation process and the best practices during these periods and encourage the company to do the same"

The Tribunal is of the view that there is a difference between the Union stating, *'the company has accepted the measures proposed'* and *'whilst the company has accepted that the measures, we proposed for savings are legitimate'*. The Tribunal finds that the Union's response on April 18, 2020, does not amount to an agreement between the parties.

39. The Company's response on April 18, 2020 (exhibit 16) also illustrates that there was no agreement between the parties. In the said response, it states:



"... We have started to have these discussions, but it seems like we are not understanding each other. We have to implement the arrangement we communicated to you on Monday April 20, 2020, as indicated to you... We have no problem having further discussions with the Union to ensure both parties are at the very least comfortable that the best method is implemented."

The Tribunal finds that the Company in its response informed the Union of its unilateral decision to implement the measures as outlined in its counterproposal dated April 16, 2020 and the date of implementation.

40. On April 20, 2020, the Company issued two (2) letters to the employees. The 1st letter (exhibit 12) sought to inform the employees that due to COVID, the Company found it necessary to reduce operations where all employees would be affected either through salary cuts, rotation or layoffs. The correspondence continued to state that the Company and the Union started discussions, but the discussions did not advance to a place they anticipated.

This also supports the Tribunal's finding that there was no agreement as to the measures taken concerning the employees. It is noteworthy to state that the above-mentioned measures took effect the same date the employees were informed of the wide-scale measures to be taken (exhibit 5).

41. The Tribunal finds that the Company continued to make unilateral decisions concerning the employees' salaries up to September 2020 when the salaries were restored to 100%. The Union was only informed of the Company's decisions and in instances where the Union made suggestions, the Company proceeded to implement their position.

42. The Tribunal must also consider s.5 (iv) of the Labour Relations Code which states:

“In keeping with the need for management to be productive and responsive to workers and the society in general, good management practices and industrial relations policies which have the confidence of all must be one of management’s major objectives.

The development of such practices and policies are a joint responsibility of employers and all workers and trade unions representing them, but the primary responsibility for their initiation rests with employers.

Employers should therefore ensure that:

...

iv. adequate and effective procedures for negotiation, communication and consultation, and the settlement of grievances and disputes, are maintained with their workers and organisations representing such workers; ...”

43. The Tribunal finds that in settling disputes, communication, consultation and agreement are essential. This is expressed throughout the Labour Relations Code in an effort to guide and promote good industrial relations. The Tribunal notes that the parties commenced the process of communication and consultation, but no evidence was provided to show that there was a written agreement. Furthermore, the Tribunal does not accept the Company’s evidence that there was a verbal agreement. The Tribunal finds that the evidence given by Mrs. Dewar concerning an agreement is unreliable as her evidence kept changing when the agreement was reached which was not consistent with the documentary evidence.

44. As such, the Tribunal finds that the Company’s unilateral decision to implement salary cuts on April 20, 2020, was not in keeping with good industrial relation practices and contravened the provisions of the Labour Relations Code.

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




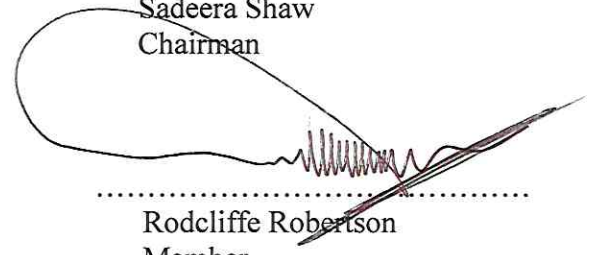
AWARD

The Tribunal awards that the employees affected by the salary cuts for the period April 2020-September 2020 be paid the difference in their salaries for the said period.

DATED THIS 8th DAY OF AUGUST 2023





.....
Sadeera Shaw
Chairman


.....
Rodcliffe Robertson
Member


.....
Keith Fagan
Member

Witness


.....
Jody-Ann Lindo (Miss)
Secretary to the Division

