

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 20/2025

SETTLEMENT OF DISPUTE

BETWEEN

SOS GUARDSMAN SECURITY

AND

MS. PRINCESS WARBURTON

AWARD

I.D.T. DIVISION

MR. DONALD ROBERTS, C.D., J.P.- CHAIRMAN

MR. ERROL BECKFORD - MEMBER

DR. DENESE MORRISON, J.P. - MEMBER

NOVEMBER 19, 2025

DISPUTE NO. IDT 20/2025

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

SOS GUARDSMAN SECURITY

(THE COMPANY)

AND

PRINCESS WARBURTON

(AGGRIEVED WORKER)

REFERENCE

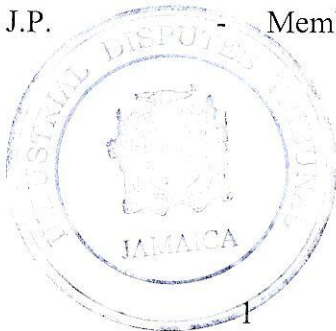
By letter dated April 11, 2025, the Hon. Minister of Labour and Social Security, pursuant to Section 11A(1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 (“**the Act**”) referred to the Industrial Disputes Tribunal (“**the Tribunal**”) for settlement, the dispute between **SOS Guardsman Security** and **Ms. Princess Warburton** with the following Terms of Reference:

“To determine and settle the dispute between SOS Guardsman Security on the one hand, and Princess Warburton on the other hand, over the termination of her employment .”

DIVISION

The division of the Tribunal selected in accordance with Section 8(2)(c) of the Act to hear the industrial dispute comprised:

Mr. Donald Roberts, C.D., J.P.	- Chairman
Mr. Errol Beckford.	- Member, Member, Section 8(2)(c)(ii)
Dr. Denese Morrison, J.P.	- Member, Section 8(2)(c)(iii)



REPRESENTATIVES OF THE PARTIES

The **Company** was represented by:

Mr. Dalmain Small	-	Industrial Relations Specialist
Major Shawn Falconer	-	General Manager
Ms. Gillian Bonny	-	Industrial Relations Administrator

The **Aggrieved** was represented by:

Mr. Vincent Morrison	-	Industrial Relations Consultant
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In attendance:

Ms. Princess Warburton	-	Aggrieved Worker
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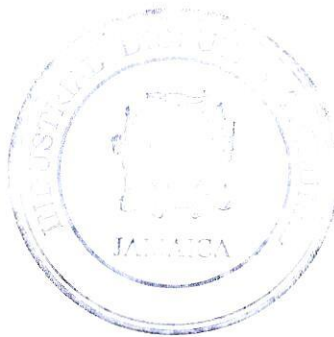
SUBMISSIONS AND SITTINGS

Briefs were submitted by the parties prior to the commencement of the sittings. A total of seven (7) sittings were held between the period July 10, 2025 and October 8, 2025 and thirteen (13) exhibits tendered into evidence. Oral testimonies were also received by the Tribunal.

At the first sitting on July 10, 2025, the Tribunal was advised by the Company that SOS Guardsman cease to exist, and a new Company, G4S has been incorporated to assume the functions of SOS Guardsman. Mr. Small, the Company's representative, said he was not raising an objection to the Terms of Reference as read, and further stated that he is authorized to say that since the incident giving rise to the dispute occurred at the time SOS Guardsman was operational, whatever "liabilities" may flow from these proceedings will be honoured by G4S Guardsman. This position was subsequently confirmed in a letter dated August 5, 2025, the contents of which are reproduced below:

"Re: IDT 20/2025

*Secretary
Industrial Disputes Tribunal
4 Ellesmere Road,
Kingston 10.*



Attention: Ms Tasha Pearce

Dear Sirs,

Re: Dispute between SOS Guardsman Security and Miss Princess Warburton over the termination of her employment

Guardsman (2011) Limited t/a G4SGuardsman JV is the current manager of the security contract with the United States Embassy.

Please be advised that, consistent with the provisions under the Labour Relations and Industrial Disputes Act – Part VI, Section 22, Guardsman (2011) Limited will respect any ruling made in the above referenced case, except for the provision under Section 12(4)(c).

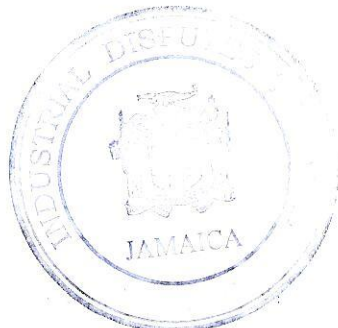
Yours Respectfully,

Dalmain Small (Mr.)

Labour Relations Specialist

BACKGROUND TO THE DISPUTE

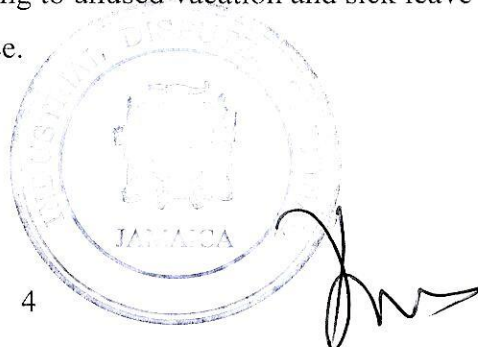
1. SOS Guardsman, (hereinafter referred to as “**the Company**”), is a Trading Division of Guardsman Limited, a Company duly incorporated under the Companies Laws of Jamaica with its registered offices located at 12a – 12b South Camp Road in Kingston. SOS Guardsman currently trade as G4SGuardsman JV and is the manager of the security contract with the United States Embassy. Ms. Princess Warburton (hereinafter referred to as (“**the aggrieved worker**”)) was employed to SOS Guardsman on a fixed term contract as a Security Officer in August 2014.
2. An incident involving a co-worker occurred on June 1, 2022, which led to the revocation of Ms. Warburton’s Security Clearance by the US Embassy. Ms. Warburton was subsequently invited by the Company to attend a disciplinary hearing following which she received a letter dated June 14, 2022, terminating her services.



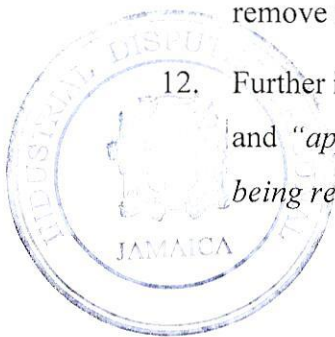
3. Ms. Warburton, through her representative, contested the dismissal and the matter was referred to the Ministry of Labour & Social Security for conciliation. Efforts at conciliation failed to settle the matter and the Minister, pursuant to the provisions under the Act, referred the matter to the Tribunal for settlement.

THE COMPANY'S CASE

4. The Company, in presenting its case, relied on the testimonies of two witnesses. The first was Major Shawn Falconer, the General Manager of G4S. Major Falconer served as Project Manager with SOS Guardsman from 2019 to 2023 before taking over as General Manager. He said that the US Embassy was the only client of SOS Guardsman and as General Manager he was responsible for the entire range of activities associated with the employees to include employee related matters.
5. Major Falconer said Ms. Warburton was initially given a fixed term contract to run from August 7, 2014 to October 31, 2015. He said that where there is no difficulty with the employee's performance and he or she wishes to be re-engaged, a renewed contract would be offered. He testified that Ms. Warburton received a renewed contract from the Company with effect from April 28, 2017 and that this contract would have been for five (5) years (although the period is not stated in the contract) to expire on April, 2022. Further in his testimony, Major Falconer said that the contract between the Company and the Embassy is for a period of five (5) years, which explains why the security officers contracted by the Company work exclusively at the US compounds and their contracts would be for a similar period of 5 years, with one base year and four optional years. He informed the Tribunal that between October 2015 and April 2017, the Company and the US State Department would have agreed to extension of the contract for specific periods of six (6) months.
6. Major Falconer testified that although the expiration date of Ms. Warburton's contract was 2022, it was extended to June 2023, and that Ms. Warburton received severance payments and all other outstanding payments relating to unused vacation and sick leave up to the time of the revocation of her security clearance.



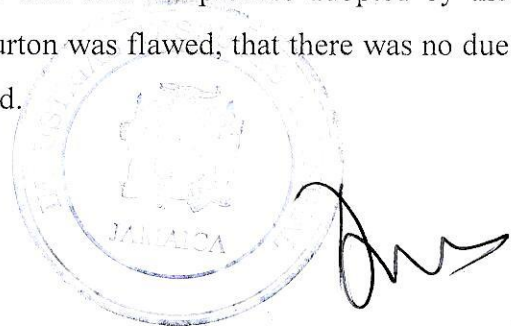
7. Major Falconer further stated that the contract between the US Embassy ("the client") and SOS ("the service provider") stipulated the standard of professional behaviour expected of the security officers on assignment. He noted that such behaviour would include having conversations that *"are in keeping with the professional standards of any working environment...[and] conduct themselves in such a way that it would bring into question their integrity..."*
8. Major Falconer pointed to section 4.1.3 of Ms. Warburton's contract which states that the security officer must *"obey all reasonable and lawful directions of the Company and its Clients."*, which, he said, is basically part of the requirement for the officer to conduct themselves and behave in a professional manner.
9. According to Major Falconer, Ms. Warburton's *"level of supervision falls on two ends"*, SOS Guardsman and the Embassy, however, the Embassy personnel cannot take disciplinary action against the security officer, but can request that the officer be removed from the contract.
10. Major Falconer said that he became aware of an incident by way of an Incident Report Form dated June 7, 2022, involving security officers Nigieal Ivey and Princess Warburton. The report was submitted by Mr. Ivey to Mr. Paul James, the Guard Force Commander, and copied to Mr. Roy Clarke, the Local Guard Force Coordinator employed to the US Embassy.
11. Major Falconer stated that the incident occurred during the Covid-19 pandemic where employees were expected to wear masks. On the morning of June 1, 2022, two employees entered the US Embassy compound and were identified and processed by Ms. Warburton at the vehicular entrance. However, upon entering the building, Mr. Ivey requested that they remove their masks for identification. This, Major Falconer informed the Tribunal, resulted *"in a difference of opinion... as to the particular procedure"* to be adopted. Ms. Warburton, he said, felt it was not necessary for the employees already identified by her to have to remove their masks upon entering the building, and Mr. Ivey was of a different view.
12. Further in his testimony Major Falconer said Mr. Clarke held a meeting with Ms. Warburton and *"apparently the matter deteriorated and as such it resulted in her security clearance being revoked as a result."*



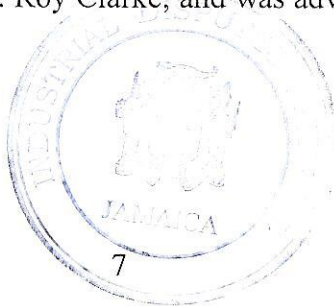
13. Major Falconer said he received a memorandum from the US Embassy dated June 1, 2022, from Mr. Norman Ramirez-Seda, regarding the immediate revocation of the security certification of Ms. Princess Warburton. He stated that it is entirely the prerogative of the US Embassy to make such a decision and the Company has no say in the matter. Ms. Warburton was not immediately notified as she was on sick leave.
14. Major Falconer averred that a letter dated June 10, 2022, was sent to Ms. Warburton from the Company's Administrative Manager, Ms. Tracy-Ann July, inviting her to a disciplinary hearing. The disciplinary hearing was scheduled for June 14, 2022. He said the hearing was in relation to the circumstances that led to Ms. Warburton's security clearance being revoked, and to *"formally informed Ms Warburton that her security clearance was revoked by the Embassy... and to discuss with her the circumstances that led to that revocation."*
15. Under cross-examination Major Falconer said he was informed that the real issue which led to Ms. Warburton's termination was the manner of her conduct towards the local guard house coordinator when she was being spoken to about the incident involving herself and Mr. Ivey. He said there was no physical altercation, or to the best of his knowledge, was it a case of her refusing to follow instructions.
16. The Company's second witness was Mr. Nigieal Ivey, a security officer. Mr. Ivey said he was recently assigned to the US Embassy compound prior to the June 1, 2022 incident. He said that his responsibility at the entrance to the building was access control and the screening of persons coming in and out of the building. On the morning of June 1, 2022, while carrying out his duties, he was accosted by Ms. Warburton over his request for two staff members to remove their masks for proper identification. He believed her tone was aggressive and that she was interfering with his work. Mr. Ivey said he reported the incident to Mr. Clarke. He said he did not know that Ms. Warburton's contract was terminated arising from the incident.

THE AGGRIEVED WORKER'S CASE

17. Mr. Morrison, on behalf of the aggrieved worker said that the process adopted by the Company in terminating the services of Ms. Warburton was flawed, that there was no due process, and the rules of natural justice were ignored.



18. Ms. Warburton was called to testify on her own behalf. She said she was employed to SOS Guardsman Limited since August 7, 2014 and was responsible for providing vehicular access to the New Embassy Compound. Prior to her employment at SOS she worked at Crime Prevention and with JR Security, a private security company.
19. Ms. Warburton said that Mr. Ivey was recently re-assigned to the US Embassy compound and that as the senior officer at the time she was advising him on the protocol arrangements. She denied that there was an altercation and was not aware that the incident was escalated.
20. Ms. Warburton testified that on June 1 while at the meeting she fainted and was taken to the hospital where she was admitted. She was issued a medical certificate for five (5) days from the University Hospital of the West Indies, but had to visit the Deanery Medical Centre on June 6, 2022, where a further extension of her sick leave was granted for five (5) additional days. While at the doctor's office on June 6, 2022, Ms. Warburton said she received a call from Mr. Paul James inviting her to a meeting at the SOS office. She attended the meeting with the following persons in attendance: Major Falconer, Miss July, Mr. James and Mr. Silvera Castro, Group Industrial Relations Manager. Ms. Warburton stated that she was told by Mr. Castro that she was no longer on the US Embassy contract because she was insubordinate to a supervisor.
21. Ms. Warburton said she was senior to Mr. Ivey and although not his supervisor, she had to take on that role. She said the workers would first have to pass her at the access point to the compound and if there was an issue with their identification she would have dealt with it.
22. Ms. Warburton admitted that she was not aware beforehand of the issue for discussion at the June 6, 2022 meeting, and it was during the meeting that she was told for the first time that her security clearance was revoked. She was granted a further extension of her sick leave, which was certified by the doctor and provided to the company.
23. Ms. Warburton said she did not receive the letter of June 10 inviting her to a 'hearing' on June 14, 2022. At the June 14 'hearing', questions were raised as to the reason or motive for her June 13, 2022 letter to Mr. Roy Clarke; and was advised that this could prove to be detrimental to the Company.



A handwritten signature in black ink, consisting of a stylized, cursive script.

24. Ms. Warburton informed the Tribunal that she made several visits to the SOS Office to ascertain her employment status and was told that she would be hearing from the Company. She confirmed writing a letter to the RSO at the US Embassy on September 9, 2022, appealing for his intervention as she believed she was *"treated unfairly and was wrongfully dismissed from [her] a job."*

ISSUES

The issues to be considered by the Tribunal are as follows:

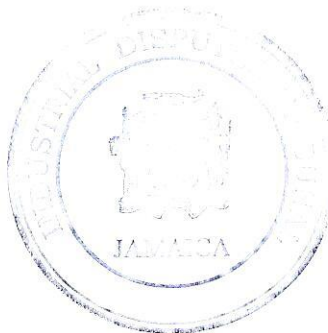
- a) Was the Company at any time obligated to terminate the services of Ms Warburton as a consequence of the revocation of her security clearance by the US Embassy?
- b) Did the Company have:
 - (i) Probable cause to institute disciplinary proceedings against Ms Warburton?
 - (ii) Was the disciplinary process adopted a fair one in keeping with the Labour Relations Code?

ANALYSIS

- a) **Was the Company at any time obligated to terminate the services of Ms Warburton as a consequence of the revocation of her security clearance by the US Embassy?**

25. Ms. Warburton was employed to SOS Guardsman. As set out in the employment contract, the Company (SOS Guardsman) is *"a Trading Division of Guardsman Limited a Company duly incorporated under the Companies Laws of Jamaica..."*. The contract agreement stipulates the obligations of the security officer and the Company; the status of the security officer; issues relating to confidentiality, and a termination clause, with and without notice. Section 12.1.1. of the agreement makes the following declaration:

"This Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement." [Emphasis added]

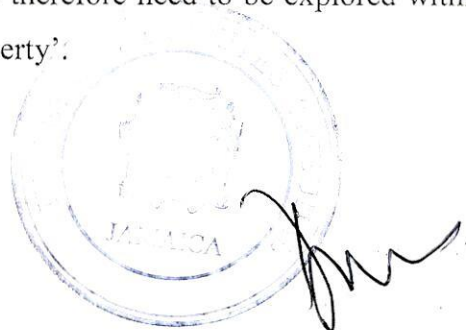


26. Ms. Warburton's obligations throughout the Agreement was in respect to "clients" (plural) with no specific reference to the US Embassy and its residences. Section 12.1.1. is clearly expressed determinatively rather than permissively, the precise language of the contract speaks to "clients", and SOS is a 'trading division' of Guardsman. The factual circumstances outlined do not, therefore, give credence to the view expressed by the Company's witness that her contract would be automatically terminated on the revocation of her security clearance.
27. Moreover, it has been shown to the Tribunal's satisfaction that Ms. Warburton's dismissal had nothing to do with the doctrine of frustration, even if there was a whiff of a suggestion in Major Falconer's testimony. Furthermore, as the courts opined, frustration will not avail an employer where the frustrating event should have been foreseen. The **Kingston Wharves case**, on which Mr. Morrison relied, is, we believe, of little assistance, as in that case there existed by-laws/regulations for the approvals, suspension and revocation of security contracts, with provisions for appeal. There appeared to be no such by-laws or regulations in the agreement between the US Embassy and SOS Guardsman; and in any event, even if it were so, that agreement remains shrouded in secrecy. Furthermore, Mr. Marlon Gordon, the aggrieved worker in the **Kingston Wharves case** was unaware of the reason for the revocation of his security pass.
28. In **Kingston Wharves** the IDT argued that this was a forfeiture case meaning that it has to operate on *'the principle that if one is taking something away from someone... that one must be heard in answer to the charges made.'* And perhaps more elegantly put by Parnell J. in **R. v. Commissioner of Police ex parte Tennant [1977] 26 WIR 457** at page 461 when he stated:

"And I would be surprised if an Act of Parliament can be found in these modern days which would support a contention that the rules of natural justice can be relegated to a furnace by a tribunal when a man's reputation, his right to work, and his right to property are at stake."

29. The termination of Ms. Warburton's contract was by operation of law and not frustration, and so the circumstances surrounding the dismissal would therefore need to be explored within the context of her 'right to work' and her 'right to property'.

b) Did the Company have:



(i) Probable cause to institute disciplinary proceedings against Ms Warburton?

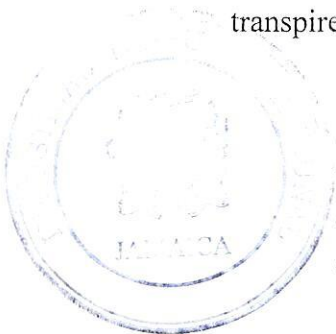
(ii) Was the disciplinary process adopted a fair one in keeping with the Labour Relations Code?

30. It is clear on the evidence that the incident between Ms Warburton and Mr. Ivey was not considered a serious breach worthy of the revocation of her security clearance, or, it would seem, believed to be a dismissible offence. Major Falconer, in response to a question from Mr. Small, provided clarity in the following comments:

"there was no breach that was reported in this particular report that was presented by Mr. Ivey. The fact that there was a difference of opinion between the two officers does not constitute a breach."

31. That incident relating to Ms. Warburton and Mr. Ivey occurred on June 1, 2022 and was formally report to Mr. Paul James on June 7, 2022, although Mr. Ivey had verbally informed his supervisor of the incident on the same day. That, it would appear, prompted an immediate meeting involving Mr. Clarke the US Embassy personnel.
32. We took note of the fact that during examination-in-chief, Major Falconer was led in the direction to comment on the standards of behaviour which Ms. Warburton as the security officer was expected to uphold in the performance of her duties. He pointed to clause 4.1.3. of her contract where the officer was *"expected to obey all reasonable and lawful directions of the Company and its clients."* Major Falconer went on to speak about how the breaches are dealt with, which follows a pattern associated with progressive discipline. He pointed to the fact that Ms. Warburton had been warned on a number of occasions for breaches.
33. In trying to piece together this puzzle, one aspect of Major Falconer's testimony has emerged to provide the clearest insight as to what may have led to the revocation of her security clearance by the US Embassy on June 1, 2022 and the letter of June 10, 2022, inviting her to a disciplinary hearing. He could provide no factual narrative of what transpired at that meeting but related what he understood may have occurred –

"Because of Mr. Clarke's involvement in this particular matter (the incident between Ms Warburton and Mr. Ivey), he had to seek audience with Miss Warburton, and it was during his meeting with Miss Warburton that apparently the matter deteriorated and as such it resulted in her security clearance being revoked as a result." [emphasis added]



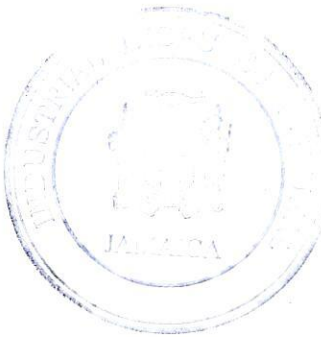
34. If we are to accept Major Falconer's assertion (and we do) then 'the smoking gun' - where "apparently the matter deteriorated" - would be evident at the June 1, 2022 meeting with Mr. Clarke. The Company, alleging 'insubordination', could reasonably, therefore, entertain a suspicion that Ms. Warburton had misconducted herself at that meeting; and, we believe, would have given the management reasonable grounds on which to sustain that belief.
35. The final plank in that triad would be the need for an investigation, precipitated, of course, by a formal complaint about the alleged insubordination. No such complaint was tendered into evidence.
36. In determining whether in all the circumstances the Company acted fairly in dismissing Ms. Warburton, we are obliged to adopt a far more inquisitory approach having regard to the number of factual inconsistencies which were evident in this case. In the letter of termination from Ms. July, the Company's Administrative Manager, to Ms. Warburton dated June 14, 2022, which we have reproduced below in full, the following was stated –

*"On Monday, 6th June 2022, you attended a disciplinary hearing at SOS Guardsman Security (SOSGS) located at 12 South Camp Road, Kingston. The hearing was held to address allegations of your conduct at the New Embassy Compound (NEC), which was deemed to be most unbecoming of a trained security officer (**Insubordination**), resulting in the revocation of your security clearance and your subsequent removal from the US Embassy Contract.*

Present at the hearing were Mr. Silvera Castro, Industrial Relations Manager Guardsman Group, Major Shawn Falconer Project Manager SOSGS and Ms. Tracy July, Administrative Manager SOSGS.

At the commencement of the hearing, you were offered the opportunity of having a third-party representative on your behalf being present. You declined the opportunity and as such the hearing proceeded without the presence of the third-party individual.

Based on the reports submitted and your own admission of guilt regarding the allegations of your conduct for which you expressed remorse, your unprofessional behaviour nonetheless was deemed unwarranted and as such put the reputation of the entity which you represented at risk in the view of the client to which its services were provided.



Therefore, in light of the aforementioned, please be advised that your services with SOS Guardsman Security have been terminated with effect from effective (sic) 14th June, 2022 as a result of your breaches of Clause 9 (**Termination Without Notice**) of your signed Contractual Agreement. The following outlines the subsections you breached under Clause 9 which resulted in your services being terminated without prior notice:

Subsection 9.1.1g

"Become in the opinion of the Company incompetent in the performance of the services hereunder",

and,

Subsection 9.1.1k

"Loss of confidence in the Security Officer".

You are required to return all company properties entrusted to you in exchange for any monies due to you.

We take the opportunity to express our appreciation for your services during your tenure and wish you all the best in your future endeavors."

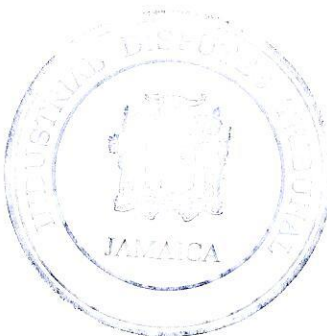
37. On June 10, 2022, prior to the termination letter, the Administrative Manager had written to Ms. Warburton inviting her to a disciplinary hearing. The letter stated:

"This missive serves to inform you that your Security Clearance at the U.S. Embassy, Kingston has been revoked with effect from 1st June, 2022. This is as a result of the Contracting Officer Representative (COR) determining that you were no longer deemed a suitable candidate in accordance with Section H.20 (Standard of Conduct) to continue service on the U.S. Embassy Contract.

Subsequent to a meeting held with you and members of the management team of SOS Guardsman Security and a Guardsman Group Industrial Relations representative on 6th June 2022 regarding the aforementioned, and in accordance with Guardsman Group Disciplinary procedures, it has been determined that a hearing was necessary to further address allegations of Conduct, most unbecoming of a trained security officer (Insubordination), which resulted in your withdrawal from the U.S. Embassy Contract.

Therefore, we hereby write to inform you that you are required to attend a hearing on June 14, 2022 at 11:00 a.m., 12 South Camp Road, Kingston C.S.O.

You have the right, if you wish, to have a witness present at the meeting."



38. Before subjecting the disciplinary procedures adopted by the company to the crucible of the law of unfair dismissal, we are wont to draw conclusions from the facts presented in this case, however contradictory, and to do so guided by the dicta of Sykes, J. (as he then was) in **National Commercial Bank v The Industrial Disputes Tribunal and Peter Jennings [2016] JMCA Civ 24**. The Learned Judge opined that the existing statute has vested in the IDT the right to deal with “*questions of facts and their interpretation and not the court.*” He further stated that “*...no court has the authority to say that the IDT should have found one fact as opposed to another once there is evidence to support the facts found by the IDT... [and] no court can tell the IDT what weight to give to any fact or inference drawn from a fact.*”
39. In that regard, in examining the June 10, 2022 ‘charge letter’ and the June 14, 2022 letter of dismissal, we have concluded that the management’s intention was to, and in fact did conduct a disciplinary hearing (albeit stripped of all its armour) on June 6, 2022, as the June 14, 2022 dismissal letter refers. The subsequent ‘charge letter’ of June 10, 2022, would therefore, be of no moment to this Tribunal. The management’s confusion with the terms, ‘disciplinary hearing’ and ‘meeting’ is too significant for us to regard as ‘beyond the pale of an innocent blunder’.
40. It is trite law that the burden rests on the employer to prove that the dismissal was fair. We, therefore, must rely on the employer to show what was the reason for the dismissal, and to prove that he acted reasonably in treating it as a sufficient reason for carrying out the dismissal. The searchlight for the Tribunal is the Code, both in its letter and spirit, and the scrutiny is on the principles of fairness and justice, and an examination of the underlying substance and specific context of the case.
41. In matters of discipline, paragraph 22 is relevant in addressing the procedures to be followed. It stipulates that –

“Disciplinary Procedures should be agreed between management and worker representatives and should ensure that fair and effective arrangements exist for dealing with disciplinary matters. The procedures should be in writing and should:



- a) *"specify who has the authority to take various forms of disciplinary action, and ensure that supervisors do not have the power to dismiss without reference to more senior management;*
- b) *Indicate that the matter giving rise to the disciplinary action be clearly specified and communicated in writing to the relevant parties;*
- c) *Give the worker the opportunity to state his case and the right to be accompanied by his representatives;*
- d) *Provide for a right of appeal, wherever practicable, to a level of management not previously involved;*
- e) *Be simple and rapid in operation.*

42. It does so against the backdrop of the spirit of the Code which recognises as its purpose-

- a. *"the need to secure effective co-operation between workers and employers and to protect workers and employers against unfair labour practices."* and
- b. *"the dynamic nature of industrial relations..."* beyond mere procedures to include *"... in its scope human relations and the greater responsibilities of all the parties to the society in general."*

43. It is the perfunctory approach to industrial relations that the Code seeks to bury with the past when it speaks to work as a *"social right and obligation [is] not a commodity, [and] 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."*

44. With that critical overview, we can proceed to examine the fairness or otherwise of the actions of the management in terminating the services of Ms. Warburton.

45. Consequent on the revocation of her security clearance on June 1, 2022, Ms. Warburton, as we have determined, was called to a disciplinary hearing on June 6, 2022, on the day of her visit to the doctor; there was no indication as to whether the management enquired as to her state of health. She received no prior written communication from the Company clearly specifying *"the matter giving rise to the disciplinary action."* This is seen as crucial to upholding the principles of fairness, due process and natural justice, and to give the worker the opportunity to address the specific charges and provide a response.

46. Without any written communication, the Company would have failed to state her right to be accompanied by a representative of her choosing. This has been considered by the

courts as highly significant, as the right to representation is seen as a fundamental aspect of natural justice that ensures a fair process for the worker. The legal precedent, as set out in the **National Commercial Bank case** [supra], shows that a hearing can be deemed unjust if it violates principles of natural justice, including the right to be heard and to have a representative.

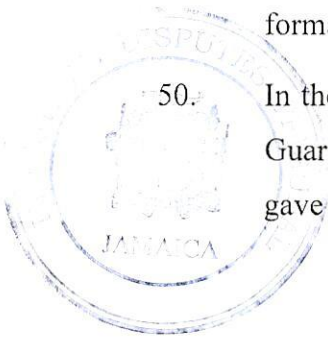
47. Ms. Warburton was accused of 'insubordination'. The definition in employment law is -

"A willful disregard of an employer's instructions, esp. behaviour that gives the employer cause to terminate a worker's employment; an act of disobedience to proper authority; esp. a refusal to obey an order that a superior officer is authorized to give." **(Black's Law Dictionary, 12th Edition)**

48. The alleged incident, as stated in the termination letter, was considered by the Company "*unprofessional behaviour*" with the potential to "*put the reputation of the entity*" at risk. As a minimum, the standard practice among Human Resources (HR) professionals would require a written report from the 'superior officer' making the allegation, as well as carrying out as much investigation into the matter as was reasonable in all the circumstances.

49. This did not happen, and so Ms. Warburton was denied the opportunity to confront her accuser. Although it has been stated that 'confronting one's accuser' is not a requirement under the Code, the Appeal Court in **Paul Thompson and the Industrial Disputes Tribunal and the University College of the Caribbean [2020] JMCA App 11**, noted, however, that "*the nature of each case is ultimately a critical determinant of the importance to be attached to the opportunity to confront accusers*" [Paragraph 70]. On this score, we are open to accept that the 'nature of this case' required that Ms. Warburton be provided with the evidence against her and the opportunity to present her case, which implicitly includes the right to challenge the accuser's statement, even if not done in a formal 'face-to-face' meeting.

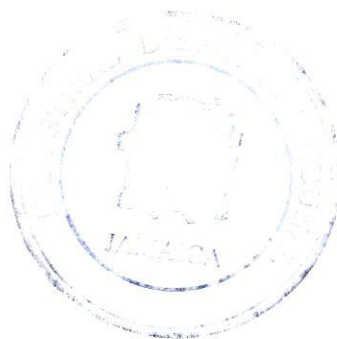
50. In the absence of any evidence as to what instructions from her employer, that is, SOS Guardsman, Ms. Warburton 'wilfully disregarded'; or what behaviour she displayed that gave SOS Guardsman 'cause to terminate her employment'; or what order did she refuse



to obey from her 'superior officer', then the summary dismissal has no realistic prospect of reaching the threshold standard required for a fair dismissal.

51. Even then, in referencing the specific nature of the breach under the Contractual Agreement with Ms. Warburton, the Company cited subsections 9.1.1.g and 9.1.1.k as the offending clauses although they bear no relation to the general meaning and intent of 'insubordination.'
52. The cacophony of errors was further compounded by the Company's failure in the termination letter to advise Ms. Warburton of her right of appeal. This is a key part of good employment practice in fulfilling the legal and procedural requirements under a fair dismissal procedure. It is common ground that the reason for the dismissal was not proven and that the chaotic handling of the process ultimately resulted in a harsh and unfair outcome.
53. In such circumstances where the dismissal is seen as unfair, and compensation would be a consideration, we must remain acutely aware of the Wednesbury principles of unreasonableness in coming to a decision. We are also aware of, and prepared to be guided by the dicta of Williams, J. in **Garnet Francis v IDT and Private Power Operators**[2012] JMSC Civ 55 where he stated that:

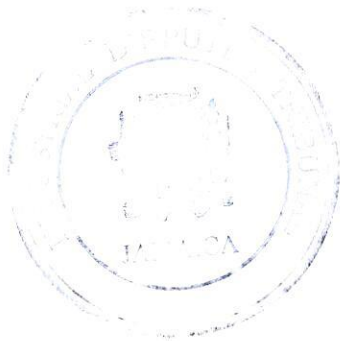
"There exist a discretion entrusted to the Tribunal where the level of quantum of compensation is concerned; and it is a wide and extensive discretion...[which] reveals no limit or restriction placed on the exercise of the discretion and no formula, scheme or other means of binding or guiding the Tribunal in its determination of what might be a level of compensation or other relief it may arrive at as being appropriate."



AWARD

54. In accordance with section 12(5)(c) of the Act, the Tribunal finds that the dismissal of Ms. Princess Warburton was unjustifiable and thereby order the employer to pay her compensation equivalent to seventy-five (75) weeks inclusive of: (a) wages and other benefits to which she would have been entitled in the course of her employment; and (b) for the manner of her dismissal.

Dated this 19th November, 2025.



Witness

T. Pearce

Ms. Tasha Pearce
Secretary of the Division

[Signature]
.....
Mr. Donald Roberts, C.D., J.P.,
Chairman

[Signature]
.....
Mr. Errol Beckford
Member

[Signature]
.....
Dr. Denese Morrison, J.P.
Member