

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 35/2019

SETTLEMENT OF DISPUTE

BETWEEN

WEDGE EQUIPMENT & SUPPLIES

AND

MR. GARY HUTCHINSON

AND THE

AWARD

I.D.T. DIVISION



HON. MRS. JUSTICE MARJORIE COLE-SMITH (Retd.)	-	CHAIRMAN
MRS. JACQUELINE IRONS	-	MEMBER
MRS. CHELSIE SHELLIE VERNON	-	MEMBER

APRIL 8, 2020

IDT 35/2019

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

**IN RESPECT OF
AN INDUSTRIAL DISPUTE**

BETWEEN

**WEDGE EQUIPMENT & SUPPLIES
(THE COMPANY)**

AND

**MR. GARY HUTCHINSON
(THE DISMISSED WORKER)**

REFERENCE:

By letter dated September 24, 2019 the Honourable Minister of Labour and Social Security in accordance with Section 11A (1) (a) (i) of the Labour Relations and Industrial Disputes Act (hereinafter called “the Act”), referred 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 Wedge Equipment & Supplies on the one hand and Mr. Gary Hutchinson on the other hand over the termination of his employment.”



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:

- Hon. Mrs. Justice Marjorie Cole-Smith (Retd.) - Chairman
- Mrs. Jacqueline Irons, J.P. - Member, Section 8(2) (c) (ii)
- Mrs. Chelsie Shellie-Vernon - Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

- Ms. Lesley-Ann Stewart - Attorney-at-Law
- Mr. Ludlow Stewart - Managing Director

The **Dismissed Worker** was represented by:

- Mr. Rudolph Thomas - Industrial Relations Consultant

In attendance

- Mr. Gary Hutchinson - Dismissed worker



SUBMISSIONS AND SITTINGS:

Briefs were submitted by both parties who made oral submissions during six (6) sittings held between November 11, 2019 and February 6, 2020.

BACKGROUND TO THE DISPUTE:

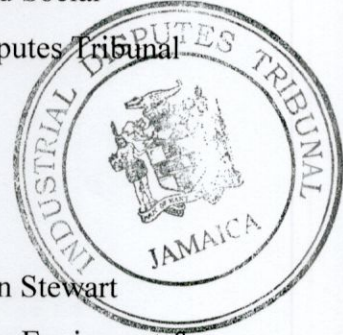
1. Wedge Equipment and Supplies, hereinafter referred to as the Company, is a Company that specializes in the restoration of automotive plastic, padded dashboards, consoles, plastic bumper and interior door panel. It is a registered Company and has its head office at 6A Collins Green Avenue, Kingston 5. The Company is owned and operated by Mr. Ludlow Stewart, the Managing Director.
2. Mr. Gary Hutchinson was employed to Wedge Equipment & Supplies, Plastic Restoration Division. On January 13, 2017, a job that was said to be ready for delivery was inspected by Mr. Ludlow Stewart who claimed that the job appeared greatly undervalued and the repairs unsatisfactorily done. This was highlighted to Mr. Hutchinson by Mr. Stewart who alleged that

Mr. Hutchinson became very boisterous and verbally abusive which resulted in the termination of his employment.

3. Mr. Hutchinson engaged the services of Mr. Rudolph Thomas, Industrial Relations Consultant who protested his dismissal. The matter was referred to the Ministry of Labour and Social Security. No resolution was reached and the dispute was sent to the Industrial Disputes Tribunal for determination and settlement.

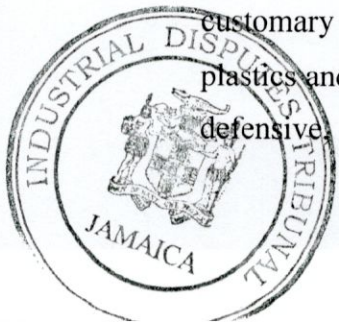
THE COMPANY'S CASE:

4. In the presentation of its case, the Company through its Attorney, Miss Lesley Ann Stewart called its sole witness Mr. Ludlow Stewart, Owner & Managing Director of Wedge Equipment & Supplies in support of its case.
5. Mr. Stewart in examination in chief testified that he spent a lot of money to start the plastic repairs business. He said he had to sensitize the market that there was a way to fix plastic that would last. He said it had gotten so bad in the market that insurance companies would not even want to repair a bumper. A motor car owner would not ever repair a bumper because they would tell you that plastic could not be repaired. He had to do tremendous promotions and to get journalists to write articles about it. He had to convince the insurance companies to give him the job to repair bumpers because it could be repaired and restored to normal.
6. Wedge Equipment and Supplies prides itself in ensuring that all jobs are expertly welded, reshaped, resurfaced and repainted to look brand new no matter how badly broken or twisted. All welded areas are reinforced with stainless steel fabric to guarantee strength and durability. All plastics are carefully identified for type and are appropriately treated to enhance adhesion of repair material and paint. All jobs are guaranteed against fading, peeling and cob webbing. With computerized paint matching equipment, the Company guaranteed a perfect colour match every time. Their products are advertised via Email & television giving guarantee for best products with a tag line *"If it's plastic...we'll fix it!"*
7. In 2005, Mr. Gary Hutchinson was verbally engaged to offer part time supervision of the workshop assisted by the receptionist. His main functions were to assist in providing estimates for incoming jobs, supervise and ensure timely delivery of quality work and the use of appropriate materials for



repairs as directed and advertised. He was paid \$8,000.00 per week as salary with the privilege to relocate his garage business on the premises with the understanding that he would from the proceeds of his business make monthly contributions towards the upkeep of the premises. Mr. Hutchinson only made a contribution from his first month's income and none thereafter. He was included in the Company's payroll for the sole purpose of facilitating his statutory contributions and for him to participate in the Company's health insurance.

8. Mr. Hutchinson was a trained Auto Mechanic and had experience working in this area for years. He had no expertise or knowledge in the repair of plastic and therefore had to be trained. He was extensively trained by Mr. Stewart in how to identify the different types of plastic, the appropriate material to be used and the correct repair procedure for each type of plastic.
9. Mr. Hutchinson was always made aware of the assurance given to customers regarding their no cracking, no peeling or fading policy. Subsequent to Mr. Hutchinson's employment, he requested of Mr. Stewart and was granted a loan of one hundred thousand dollars (\$100, 000.00) to assist with his personal business. This amount he refused to repay as he insisted that it was a gift.
10. Over the years, Mr. Hutchinson's auto mechanic business grew and expanded to include the repair of seat belts and the renting of motor cars. Overtime, he embarked on many other business ventures on the premises unhindered by Mr. Stewart such as buying, restoring and reselling of old motor car, trading in cookware, pot sets, water pumps and pressure tanks. In the meantime that the Company's business was on decline, the parking areas were often fully utilized with cars pertaining to Mr. Hutchinson's business and that of his relatives and friends. He was spoken to on several occasions about the presence of these motor vehicles and motor bikes.
11. The Company continued to decline and fewer customers returned for repeated services, they had to rely mainly on new customers responding to their advertisements. Many jobs were returned unsatisfactorily done. Most were bumpers. On inspection, it was discovered that they were repaired with the use of body filler and other inappropriate materials such as primers, putties and unplasticised paints. Body filler was the most significant of the substitutes used instead of the customary flexible epoxy filler. Body filler is rigid and therefore is not compatible with flexible plastics and should not be used for this purpose. Mr. Hutchinson when spoken to would become defensive, very aggressive, verbally abusive and often expressed his objection of Mr. Stewart

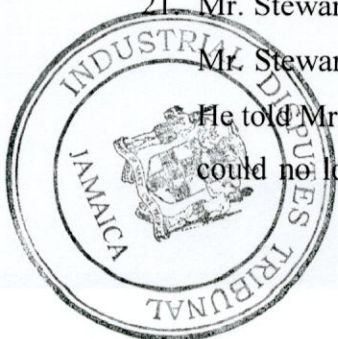


going to the workshop and speaking to the workmen. Body Filler, Mr. Hutchinson said was what everybody, everywhere uses to repair bumpers. His argument was that the Company needs to make money.

12. Each time when spoken to, he would respond in his usual defiant and insulting attitude. On one occasion he told Mr. Stewart *“Boss, yuh nuh see how yuh work hard and yuh still poor, just leave the workmen alone to do what I tell them because the jobs that we use body filler to repair returned only because the bumper was involved in an impact, that is good for business as we will always be able to charge again for the repair. You are stupid to be using these flexible expensive materials which costs so much more and the repair is too permanent.”*
13. Mr. Hutchinson continued the use of body filler and after almost every incident brought to Mr. Stewart’s attention, he would speak with Mr. Hutchinson about the use of the body filler and other inappropriate materials. Mr. Hutchinson would become boisterous and had to be cautioned several times. He was told that if these misfeasance and defiant behaviour continued, his engagement would be terminated. For paint jobs, Mr. Hutchinson would repaint damaged areas only, clean and/or clear coating the rest while charging for painting the entire vehicle or components. As a result of the inactivity a decision was taken to close Wedge Plastic Repair Division on Saturdays.
14. On October 26, 2015 on confronting Mr. Hutchinson about the poor quality of work being sent out and the continued use of body filler, he became very boisterous and insulting, resulting in him being cautioned and sent off on three weeks paid vacation leave of absence as a disciplinary measure. During this period and although not performing any service or function for Wedge Equipment & Supplies, he continued to visit the premises to conduct his own business.
15. Mr. Hutchinson, on resumption after being sent off on vacation leave in November 2015 rarely visited the premises and when enquired of him as to why he, Mr. Stewart was not seeing him, he advised him that he was having family issues.
16. Mr. Hutchinson was occasionally present at work for short periods. In 2016, he was again absent for a period of three (3) months and when asked about his absence he advised that his mother who usually cares for his children went abroad on vacation leave and he had to stay home to care for his two (2) children during the period.



17. It is Mr. Stewart's evidence that Mr. Hutchinson was working with Agri & Industrial Packaging shortly after his termination from Wedge Equipment & Supplies. He said that his suspicion at the time was that Mr. Hutchinson might have been working part time for Agri & Industrial Packaging long before his termination from Wedge Equipment, hence his absence.
18. Mr. Stewart testified that Mr. Hutchinson possessed good salesmanship qualities/acumens however, his execution was misleading. Mr. Stewart gave evidence that sometime in 2016 while his car was in the garage for repairs, Mr. Hutchinson was kind enough to facilitate him with the use of one of his Nissan Tiida motor cars, used in his car rental business.
19. On the afternoon of Friday, January 13, 2017 Mr. Stewart inspected a job which was said to be ready for delivery. His first observation was that the job appeared to be greatly undervalued and the repair was unsatisfactorily done. Mr. Stewart said that the job should not have been delivered in that state.
20. Mr. Stewart testified that Mr. Hutchinson's attention was drawn to the poor finish of the job. He (Mr. Hutchinson) immediately proceeded to shout and curse that he, Mr. Stewart was to "*come out of the workshop, and go to his office and leave his work alone.*" He hurled verbal abuses at Mr. Stewart in the presence of all on the premises and stated that "*imagine the customer came in, examined the job, was satisfied with the finish, paid for the job and gave him a \$8,000.00 tip so why was he criticizing the job when the customer love it.*" He continued to say that Mr. Stewart was unreasonable, wicked and terrible and did not appreciate good work. He continued shouting and told the workers to listen because he was going to expose Mr. Stewart. He related to them a day when Mr. Stewart visited his office picked up a job and said it was beautiful and when he confessed to him that the material he used to repair the job was not what he had instructed him to use he told the workers that he said the job was poorly done. Some of the workers laughed while others were in awe.
21. Mr. Stewart said that he was most embarrassed and felt his character and reputation was tainted. Mr. Stewart in evidence said that he requested an apology from Mr. Hutchinson but he refused. He told Mr. Hutchinson that if he did not apologize he would request a resignation from him as he could no longer work with someone so destructive of his reputation and so insubordinate. Mr.

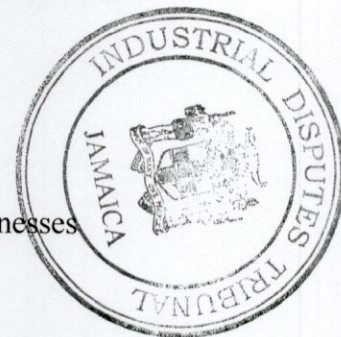


Hutchinson responded that he would not resign and if Mr. Stewart wanted him out of there he should fire him. Mr. Stewart said that he told Mr. Hutchinson that because of his refusal to apologize and the fact that he would not resign he was therefore terminated.

22. Mr. Hutchinson went to the Company's office on Monday, January 16, 2017 and the dismissal letter was not ready and he went on so bad that he, Mr. Stewart almost called the police. Mr. Hutchinson was given the letter of termination on Tuesday, January 17, 2017. Mr. Stewart contended that he did not see it possible to have someone like Mr. Hutchinson working in his employ.

THE DISMISSED WORKER'S CASE:

23. Mr. Rudolph Thomas, the Dismissed Worker's representative called three (3) witnesses including Mr. Hutchinson in support of its case.
24. The first witness was Ms. Hyacinth Thomas who was employed to Wedge Equipment & Supplies Limited as an Administrative Officer from 2005 to 2007. She gave evidence that while she was at Wedge she kept a proper record for all employees. She also testified that Mr. Hutchinson was very helpful and that he had a good relationship with staff.
25. The second witness, Ms. Keneisha Kayann Wisdom, who was a Customer Service Representative at Wedge Equipment testified that Mr. Hutchinson was her Manager. Her evidence was that Mr. Stewart would sign off on all materials to be used on each job. She also testified that there were complaints from customers relating to the quality of the repair jobs being done but adjustments would be made before those jobs left the compound. In examination-in-chief she said that Mr. Hutchinson never operated any business at Wedge, however, if anyone had anything to fix, Gary would fix it. She said that Mr. Hutchinson and Mr. Stewart had disagreements about the work and one such disagreement was that two workmen that both herself and Mr. Hutchinson fired because they were disrespectful turned up for work the following day and when asked why they were at work, they were told that Mr. Stewart told them to come to work.
26. Mr. Gary Hutchinson was employed to Wedge Equipment & Supplies Limited in May of 2005 as a Workshop Manager. Over his tenure of twelve (12) years, his functions included but were not limited to providing customers with estimates for jobs, planning, assigning and reviewing the



work of all employees in the workshop, making recommendations regarding the recruitment and discipline of employees in the workshop, providing advice and technical assistance to team members, maintaining good relationships with customers, facilitating the orientation of new team members by familiarizing them with work surroundings, explaining work hours, procedures, use of equipment and job expectations and ensure that new team members understand their respective duties, ensuring adequate maintenance of tools, equipment and other materials in the Workshop Area and liaising with employer in order to consistently meet high level, quality service, and on time delivery of vehicles.

27. Over the years, Mr. Hutchinson diligently and loyally carried out his role as a Manager, while going above and beyond the scope of his job description; he became the *'face'* of Wedge Plastic. His skills as a Workshop Manger are reputed to be second to none and as such he gained the respect of many reputable and long-standing customers.
28. At some time after 6:00pm on Friday, January 13, 2017, Mr. Ludlow Stewart descended upon Mr. Hutchinson in an overwhelming fashion, in relation to a fabrication job that had been completed and was being picked up by the respective client. Mr. Stewart's claim was that the job did not look good and did not appear *'factory like'* in his estimation. Mr. Hutchinson responded by indicating that the comment was unreasonable, especially since the client had expressed satisfaction, gave him a sizable tip and indicated that he would be taking all similar jobs to the company based on the quality of work that had been professionally done (by Mr. Hutchinson).
29. Mr. Hutchinson further protested that it was unfair that Mr. Stewart had a practice of finding fault even where there was none, rather than to give credit where it was due. He calmly reminded Mr. Stewart of a specific incident where he had reversed his opinion in relation to how well a particular job had been done and that was when Mr. Stewart had become belligerent, using a lot of expletives loudly and requested that he, Mr. Hutchinson resign.
30. Mr. Hutchinson made it clear that he would not be resigning as he had done nothing wrong and he was actually the one being verbally assaulted. The day ended tensely but without Mr. Hutchinson deviating from his usual professional demeanor. Mr. Hutchinson returned to work on Monday, January 16, 2017 and continued to work in his normal fashion, carrying out various jobs/tasks in the execution of his role. Mr. Stewart was aware that he was working at the behest of Wedge Equipment and Supplies Limited. No unusual exchanges took place between the parties over the couple of days.



31. At the end of the workday on Wednesday, January 18, 2017 Mr. Gary Hutchinson was handed a letter by a colleague who advised that the letter was from Mr. Ludlow Stewart. On opening the letter, Mr. Hutchinson was shocked that the said letter mentioned of the discussion between Mr. Stewart and himself on the previous Friday, January 13, 2017 and effectively sought to advise him of the termination of his employment.
32. Mr. Hutchinson wrote to Mr. Stewart in a detailed appeal of his termination and having no success at the local level, escalated the matter to the Ministry of Labour and Social Security for their assistance.

The Dismissed Worker's Contention:

33. It is the dismissed worker's contention that he was terminated without afforded due process. He was denied his right to a disciplinary hearing. Outside of the fact that Mr. Hutchinson refutes the content of the termination letter dated January 17, 2017, he was entitled to '*due process*' through a '*disciplinary hearing*' and such due process should have been executed in accordance with the '*principles of natural justice*' as well as within the strict tenets of '*procedural fairness*'.
34. He was also entitled to the provisions found at Paragraph 22(1) of the Labour Relations Code which provides as follows:

22. Disciplinary Procedure

(i) 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 procedure should be in writing and should –

- (a) ...;*
- (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)...*



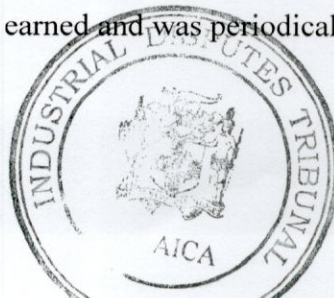
35. The primary responsibility for the initiation of good management practices and industrial relations policies rests with the employer. There must be due regard to fairness on termination of

a person's employment. For a dismissal to be justifiable the process leading up to the dismissal must be fair. Where there is no process leading up to the termination and no reason is communicated to the employee, the termination must be seen as unfair. The absence of a process and/or reason of dismissal was a breach of the Company's obligation to show respect and dignity to the worker. There was no meeting and or other form of communication or consultation with the Dismissed Worker to prepare him for the change that was to be made to his employment status.

36. In considering any 'remedy' in this matter they asked that the Tribunal reflect on the English case on the impartiality, *R v Sussex Justices, ex parte McCarthy* which is famous for bringing into common parlance the oft-quoted aphorism "*Not only must Justice be done; it must **also be seen to be done.***"
37. Mr. Gary Hutchinson has been severely 'damaged' by the unjustifiable action taken against him. This *unfair and unjustifiable action* was imposed on Mr. Hutchinson at a time when he was most exposed as a father and head of his household. The Dismissed Worker's Representative asked the Tribunal to find that Mr. Hutchinson was unjustifiably dismissed, that he be paid sums related to outstanding salary, vacation leave, unpaid travelling, all salary and emoluments as he would have received between the date of termination and a separation package equivalent to one year's salary.

THE TRIBUNAL'S RESPONSE AND FINDINGS:

38. The Tribunal gave careful consideration to the evidence presented by both parties and asked itself whether the Company was justified in the termination of Mr. Hutchinson's employment.
39. The evidence presented to the Tribunal confirmed that Mr. Hutchinson was not a part time employee as was submitted by the Company but was a full time employee. He worked as the Workshop Manager of Wedge Plastic Division for approximately twelve (12) years. The evidence also showed that statutory deductions were taken from his salary. There was no evidence from the Company to substantiate that Mr. Hutchinson requested the Company to facilitate these deductions or that he was actively carrying out his own business on the premises of Wedge Equipment and Supplies. Mr. Hutchinson also earned and was periodically granted or paid vacation leave.



40. Based on the evidence presented by the Company the Tribunal finds that the Company did not have a proper record system. The Tribunal did not take into consideration the submission by the Company that Mr. Hutchinson operated a business on the premises of Wedge Equipment as there was no evidence to support same.
41. The Tribunal accepts the evidence of Mr. Hutchinson in relation to him never being suspended or constantly absent as there was a lack of tangible evidence on the part of the Company to prove otherwise.
42. The Tribunal will give no consideration to matters concerning non payment for garage space and arrangements regarding a loan for \$100,000.00 by Mr. Stewart to Mr. Hutchinson as in our opinion these are considered to be private arrangements between the parties.
43. The Tribunal accepts the evidence of the Company that there was continuous disagreement between Mr. Stewart and Mr. Hutchinson regarding Mr. Stewart's instructions to use material specified by him. The following questions were asked of Mr. Hutchinson during cross-examination by Miss Stewart, to which he had this to say:

Q So you agree with me that you did have disagreement with Mr. Stewart on the different plastics?

A Yes.

Q ... did Mr. Stewart ever complain to you about incorrect materials?

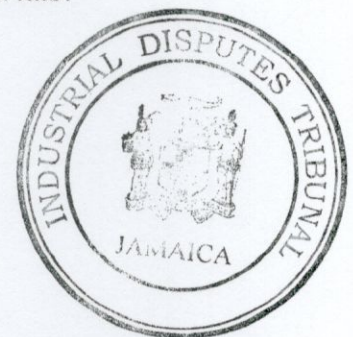
A About what?

Q Incorrect materials, did he ever complain?

A We spoke about the Filler ...

Q 'yes' or 'no'?

A Yes



44. Miss Keneisha Wisdom in cross-examination by Miss Stewart further confirmed that there were disagreements between Mr. Hutchinson and Mr. Stewart:

Q You said that there were multiple - well, disagreements between Mr. Hutchinson And Mr. Stewart during your tenure, which is 2011 to 2015, right?

A Right

Q Do you know what they were about?

A Work - general work.

45. Mr. Hutchinson in his letter of March 6, 2017 which was tendered and accepted as an Exhibit further confirmed that he and Mr. Stewart had disagreements on the type of materials used for repairs as well as the operations regarding such usage. The evidence showed that Mr. Hutchinson ignored the directives of the Company's principal, Mr. Stewart. He further stated in the letter that: '*...I feel strongly about using the best quality product there is to achieve the best job. Consequently we have disagreed on the use of selective materials for the completion of repair jobs.*'

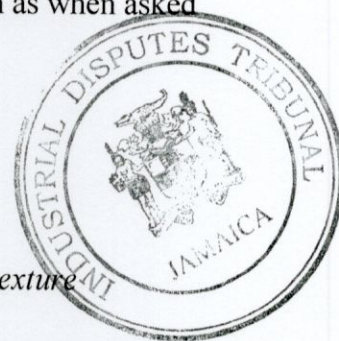
46. The Tribunal finds it quite ironic that Mr. Stewart who would have invested highly in the business of plastic repairs would have approved the use of incorrect material as Mr. Hutchinson would want the Tribunal to believe. The instructions given by Mr. Stewart was for Mr. Hutchinson to use texture coating on plastic bumpers, however, he continued to used 800K primer instead. This was corroborated in the evidence given by Mr. Hutchinson as when asked the following question by a Member of the Panel, he had this to say:

Q So you used the 800 brand

A The 800K Primer

Mrs. Vernon The 800K Primer and not the ...

A And not the chip guard that he gave me, we called it texture coating



47. Notwithstanding the directives given by Mr. Stewart, the expert and owner of the Company as it related to the usage of the correct material, Mr. Hutchinson continue to disregard those directives resulting in jobs being returned. In Exhibit 1 there was a guarantee by the company "*The original look and strength is guaranteed*" and as such the use of the incorrect material by Mr. Hutchinson would have eroded that guarantee.

48. Both Mr. Stewart and Mr. Hutchinson testified that the business had declined and as such Mr. Stewart had to cut the hours of employees. Mr. Hutchinson was made aware of the assurance given to customers regarding the Company's no cracking, no peeling or no fading policy, however it is Mr. Hutchinson's evidence that jobs were returning with same.

49. It is the Tribunal's position that Mr. Stewart's business declined overtime because of the use of inappropriate materials used by Mr. Hutchinson which resulted in more and more persons returning jobs that were unsatisfactorily done. Mr. Hutchinson was more concerned with what he earns than with the quality of the job leaving the workshop and eventhough cautioned by Stewart on more than one occasion he continued to disregard those instructions. The Tribunal finds it most noteworthy that Mr. Hutchinson confirmed that the said job for which he was ultimately terminated and which Mr. Stewart complained was unsatisfactorily done was indeed faulty. Notwithstanding the fact that the faults were not observed by the client who gave him a tip of \$8, 000.00.
50. The Tribunal notes that Mr. Hutchinson was very evasive in answering some of the questions posed by the Company. Of significance is the fact that the Tribunal would have noted that the Company took great pride in assuring their customers they were the experts in the service that they offer. Mr. Hutchinson, from the outset displayed a behaviour which was unacceptable as he did not adhere to the Company's mantra by constantly utilizing materials not approved by Mr. Stewart which would have eventually resulted in a decline in the Company's business.
51. In light of the above, the Tribunal must point out that under Section 3(4) of the Labour Relations and Industrial Disputes Act, it is obliged by statute to take this point into consideration, which states:
- "A failure on the part of any person to observe any provision of a Labour Relations Code which is for the time being in operation shall not of itself render him liable to any proceedings; but in any proceedings before the Tribunal or a Board any provision of such code which appears to the Tribunal or a Board to be relevant to any question arising in the proceedings shall be taken into account by the Tribunal or Board in determining that question."*
52. The Tribunal finds it very important to refer to Section 6 (iii) of the Labour Relations Code:
- "Some workers have special obligations arising out of the nature of their employment. Such worker when acting in the course of his employment should be mindful of those obligations and should refrain from action which conflicts with them."*



53. Accordingly, the Tribunal accepts that the Company may have had cogent reasons to dismiss Mr. Hutchinson. However, the Tribunal finds no evidence to contradict the contention of the dismissed worker in this regard as the Company failed to observe the provisions of the Labour Relations Code as set out in Section 22 when Mr. Hutchinson's contract of employment was terminated. Section 22 of the Labour Relations Code states that:

Disciplinary Procedure

- (i) *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 procedure should be in writing and should:*
 - (a) ...
 - (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, where ever practicable to a level of management not previously involved.*
 - (e) ...

54. Therefore, we find the dismissal of Mr. Hutchinson to be *unjustified*. However, the Tribunal having regard to all the evidence presented cannot ignore the fact that Mr. Hutchinson contributed vastly to his dismissal.

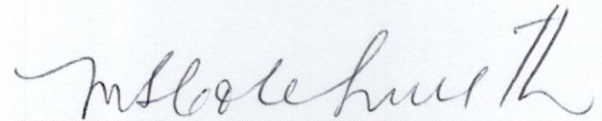
55. The Tribunal notes that Mr. Hutchinson said that he was a “*Mechanical Engineer*” but was not actively seeking a job since his dismissal until recently. It is therefore felt that he was not making concentrated efforts to mitigate his loss of salary.



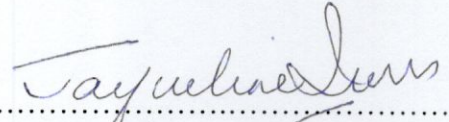
AWARD:

56. The Tribunal in accordance with the provisions of Section 12(5) (c) (ii) of the Labour Relations and Industrial Disputes Act awards that Mr. Hutchinson be compensated in the amount of three hundred and seventy five thousand dollars (\$375,000.00) in settlement of the dispute.

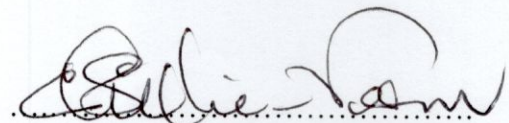
DATED THIS ^{8th} DAY OF APRIL, 2020.



Justice Marjorie Cole-Smith (Retd.)
Chairman

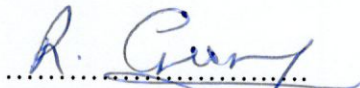


Jacqueline Irons, J.P.
Member



Chelsie Shellie-Vernon
Member

Witness:



Royette Creary (Miss)
Secretary to the Division