

# INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 26/2023

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SETTLEMENT OF DISPUTE

BETWEEN

MINOTT SERVICES LIMITED

AND

LANFORD BENNETT

*AWARD*

I.D.T. DIVISION

MRS. SHARON ANDERSON	-	CHAIRMAN
MRS. JACQUELINE IRONS, J.P.	-	MEMBER
MR. PAUL HINES	-	MEMBER

DECEMBER 24, 2024

**INDUSTRIAL DISPUTES TRIBUNAL**

**AWARD**

**IN RESPECT OF**

**AN INDUSTRIAL DISPUTE**

**BETWEEN**

**MINOTT SERVICES LIMITED  
(THE COMPANY)**

**AND**

**MR. LANFORD BENNETT  
(THE AGGRIEVED WORKER)**

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**REFERENCE:**

By letter dated August 28, 2023, 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 for settlement, in accordance with the following Terms of Reference:

*"To determine and settle the dispute between Minott Services Limited on the one hand, and Lanford Bennett on the other hand, over the termination of his employment"*



**DIVISION:**

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

- Mrs. Sharon Anderson - Chairman
- Mrs. Jacqueline Irons, J.P. - Member, Section 8(2)(c)(ii)
- Mr. Paul Hines - Member, Section 8(2)(c)(iii)

**REPRESENTATIVES OF THE PARTIES:**

The **Company** was represented by:

- Mr. Hadrian Christie - Attorney- at- Law
- Mr. David Minott - Managing Director and Chairman

The **Aggrieved Worker** was represented by:

- Mr. Howard Duncan. - Industrial Relations Consultant

**In attendance was:**

- Mr. Lanford Bennett - Aggrieved Worker



**SUBMISSIONS AND SITTINGS:**

The parties submitted Briefs to the Tribunal and made oral submissions over Fourteen (14) sittings covering the period November 6, 2023 through to September 26, 2024. Sixteen (16) Exhibits along with testimonies by way of oral evidence were examined by the Tribunal.

**BACKGROUND TO THE DISPUTE:**

1. Minott Services Limited (*hereinafter referred to as the Company*) is a Company incorporated under the laws of Jamaica. It is involved in the business of waste management and janitorial services. Its primary office is located at 9 Retirement Road, Kingston 5. Its North Coast Division is located at 77 Claud Clark Avenue Montego Bay in the parish of St. James.
2. Mr. Lanford Bennett was employed to the Company in January 1989 at the Kingston location. He was later promoted to Garage Manager at the Montego Bay location. His responsibilities as Garage Manager

included supervision and management of the Company's garage, the repair and maintenance of the Company's fleet of vehicles and the Company's maintenance staff.

3. On January 19, 2018, Mr. Bennett received a letter from Mr. David Minott Managing Director, inviting him to a disciplinary hearing at 11:00 am on January 23, 2018 at the Kingston Office at 9 Retirement Road Kingston 5. In the letter Mr. Bennett was advised that he had the right to take along with him, anyone that he wished to represent him at the hearing. The hearing was rescheduled for February 5, 2018. During this rescheduled hearing, Mr. Bennett was informed verbally by Mr. David Minott that the decision was taken to terminate his services with the Company.
4. Ms. Bennett engaged the services of Mr. Howard Duncan Industrial Relations Consultant, who challenged the termination and sought the intervention of the Ministry of Labour and Social Security. No resolution was reached and subsequently the Hon. Minister of Labour referred the dispute to the Industrial Disputes Tribunal for settlement.

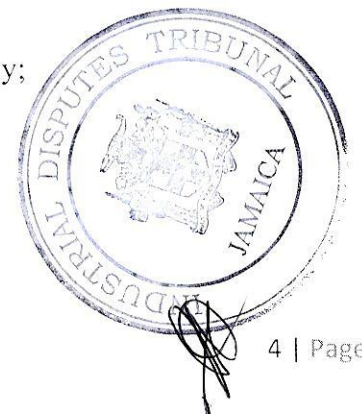
#### **THE COMPANY'S CASE:**

5. The Company called four (4) witnesses in support of its case.
6. Mr. Lanford Bennett was employed to Minott Services at all material times in the capacity of Garage Manager. His responsibilities included supervision and management of the Company's garage, the repair and maintenance of the Company's fleet of vehicles, and the Company's maintenance staff.
7. The Company has had various issues with Mr. Bennett's performance over the years, including but not limited to:
  - (a) failure to report for work;
  - (b) failure to remain at work during his contracted hours;
  - (c) failure to supervise the repair of vehicles;
  - (d) failure to address mechanical complaints from drivers; and
  - (e) delays in completing repairs.
8. These issues continued for a protracted period as the Company suffered loss and expenses without adequate improvement from Mr. Bennett. Consequently, the Company invited Mr. Bennett to a disciplinary hearing on July 4, 2016. The meeting was held and resulted in him being placed on probation.

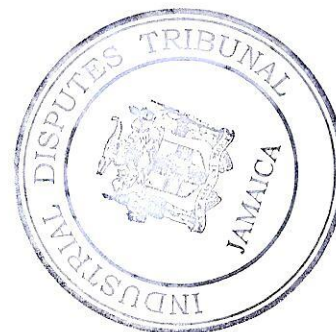


Mr. Bennett's poor performance continued and culminated in him being invited to another disciplinary hearing on January 23, 2018. The letter of invitation signed by Mr. David Minott to Mr. Bennett stated "Further to all the disciplinary letters on your file, this letter serves to advise you that we are very dissatisfied with your overall performance over the years."

9. The disciplinary panel was comprised of David Minott, Andrew Minott and Adolph Shaw while Alicia Nelson observed the proceedings. During the hearing Mr. Bennett was asked about various allegations against/about his performance and attendance issues. Mr. Bennetts responses were that:
  - a) he could not make it to work sometimes, but no explanation or reason was given for those instances;
  - b) he did not see the missed calls when the company made efforts to call him while he was absent from work;
  - c) he did not give any answer when asked why he would leave work at times and not return to work; and
  - d) he did not give any explanation for the failure to properly service and repair vehicles and for the breakdown of vehicles, except to say that he may have missed a few scheduled services for vehicles.
  
10. Mr. Bennett provided a lot of non-committal answers during the hearing and, in some instances; he stood mute and did not answer the questions asked by the panel members. He was not rude in any instance; however, he failed to account for the issues raised while not denying them. The meeting ended with no commitments from him to correct the issues discussed and no signs of an intention to improve.
  
11. The three-member panel discussed the matter after the hearing and voted unanimously that his performance and attendance were in breach of his obligations and what was required of him. A unanimous decision was also taken to terminate his services due to:
  - (a) the identified breaches, most of which were not denied during the hearing;
  - (b) the length of issues over the years;
  - (c) the number of letters and warnings issued to Mr. Bennett;
  - (d) the financial and other impacts of Mr. Bennett's conduct on the Company;
  - (e) the previous disciplinary hearing that resulted in probation; and
  - (f) the lack of commitment to improve his conduct.



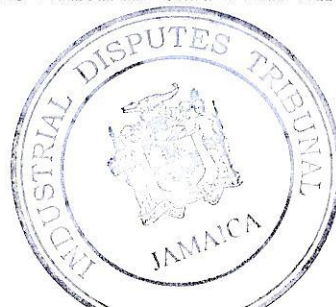
12. The Company's position is that the services of Mr. Lanford Bennett were lawfully terminated. The Company made every effort with him for several years by providing him with due notice and warnings about his conduct and its impact on the Company's operations.
13. On the evidence of Mr. David Minott, the Managing Director, Mr. Bennett's performance in the early years was good to great. "Tony (Mr. Bennett) was good at deciphering what was wrong and troubleshooting." He outlined that Mr. Bennett's duties in Montego Bay entailed the managing, servicing of six (6) trucks and ensuring that things do not fall apart, as the Company conducted business between Falmouth, Trelawny and Negril, Westmoreland. The Company provided services to hotels such as the RIUs, Negril Holiday Inn, Half Moon, Sandals Negril, Beaches, to mention a few and other small hotels.
14. Mr. Minott testified that between the years 2016 to 2018, Mr. Bennett's attitude towards the job changed to nonchalance. He cited a 'rapid deterioration in performance and nonperformance of core duties,' a downturn in truck maintenance and servicing, he gave an example of a truck starter falling off while in operation. Mr. Minott also stated that Mr. Bennett's presence on the job changed as he (Bennett) would at times leave the job early in the day and not return to work. Over the period the impact was significant. The six(6) mack trucks started to 'pop down', trucks available to do business moved from six(6) to one (1). The Company lost business in the following hotels: all the RIUs, Negril Holiday Inn, Half Moon, Sandals Negril, Beaches etc..
15. Further impact on the Company's operation was cited by a Former Sales and Marketing Manager who testified that he lost commissions due to the cancellation of contracts. In one instance he spoke of losing between one million dollars – two million dollars (\$1M- \$2M) after a large hotel cancelled a contract with Minott Services after four (4) months. He also recalled "a minimum of ten (10) contracts cancelled between Montego Bay and Negril in less than one year."
16. In its submission to the Tribunal regarding possible outcome, the Company indicated that reinstatement was not an available option anymore since the Company was operated by a small core staff from Kingston.



17. Finally, the Company has requested that should the Tribunal consider a compensatory award, consideration must be given as to whether Mr. Bennett had taken adequate steps to mitigate his losses since termination. The Company recommended that the Tribunal limit any compensation to Mr. Bennett since he has not done much to mitigate his losses.

**THE AGGRIEVED WORKER'S CASE:**

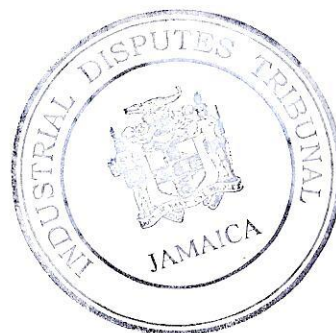
18. The Aggrieved Worker, Mr. Lanford Bennett was the only witness called in support of his case.
19. Mr. Bennett served the Company with a high standard and was awarded for his twenty-seven (27) years of dedicated service to Minott Services Limited in 2016. When he was dismissed in 2018 he had served over twenty-nine (29) years. He spoke of his journey in the Company where he started in Kingston as a Mechanic in 1989 and got promoted as a supervisor in Ocho Rios in 1992. His job included ordering parts for trucks. He spoke of journeying to England in 1990 to order trucks for the Company. He also supervised mechanics and at times assisted them in getting the job done.
20. Mr. Bennett was promoted as Garage Manager and transferred to Montego Bay in 1998 where he reported to Mr. Peter Kelly and there was a staff of fourteen (14) persons. During his tenure as Garage Manager, Mr. Bennett from time to time assumed additional responsibilities, which included driving trucks to collect garbage during the 10:00 PM to 6:00 AM shift. He stated that hotels had his contact information and that he occasionally served as a bearer, delivering invoices and subsequently collecting payment checks. He testified of driving his personal vehicle to conduct repairs of trucks on the road without getting petrol for his vehicle. There was no time schedule for him as sometimes he worked twenty four hours, seven days a week.
21. Mr. Bennett said that he would arrive to work before his team arrived (including his manager) and they all left him at work most times. He said that some of the challenges he faced as Garage Manager in Montego Bay is that the Company changed approximately ten (10) managers, the garbage trucks worked twenty four hours and sometimes three (3) drivers drove the same truck. Mechanics sometimes did not get paid on time which resulted in trucks not being fixed on time. He stated that there were forth nights in which he and the mechanics he supervised received only part of their pay. Mr. Bennett further testified that there were problems as it relates to supplies to service the trucks which he said even when he requested service parts early, they would arrive late.



22. Mr. Bennett's evidence is that he committed no offense for which he was asked by Mr. David Minott to attend a disciplinary hearing by letter dated January 19, 2018. In the letter inviting Mr. Bennett to the disciplinary hearing on January 23, 2018, it stated that the Company was very dissatisfied with his overall performance over the years. Mr. Bennett was also advised (in the said letter) of his right to take along a representative. He said his representative journeyed to Kingston on January 23, 2018 from Montego Bay and waited for some time before he was advised that Mr. Minott would not be in office on that day.
23. The rescheduled disciplinary hearing was set for February 5, 2018 at the same location. Mr. Bennett attended without any representative due to the short notice. At the start of the hearing he advised Mr. Minott of his difficulty of not having a representative and requested a postponement. His request was refused. Mr. Bennett said that the hearing lasted for 30 to 45 minutes and he was neither asked any questions nor given an opportunity to speak.
24. Members of the Disciplinary panel namely Mr. Shaw and Mr. Andrew Minott gave evidence at the hearing and then (Messers. David Minott, Chairman, Andrew Minott and Mr. Shaw) collectively made the decision to terminate his services. Mr. Bennett was not asked to respond to a breach of any disciplinary policy or any performance policy either. At the hearing he was verbally advised by Mr. David Minott that he would be parting ways with him.
25. Mr. Bennett's representative wrote to the Company on February 13, 2018, requesting an appeal of the decision to dismiss Mr. Bennett. The letter also stated that a case of bias existed which breached the principles of Natural Justice and that the Labour Relations Code was also breached. No response was received from the Company.

***The Aggrieved worker contended that:***

- a. his termination was unfair and unjustified and not in keeping with the Law.
- b. he was denied the opportunity to appeal the decision of the disciplinary panel which he said violated the labour relations ode





- c. he was denied Natural Justice Principles when members of the Disciplinary Panel gave evidence against him during the hearing and then proceeded to make the decision to terminate his employment.
- d. He does not wish to be reinstated but wants compensation for his years of service and all monies for untaken vacation leave.

**THE TRIBUNAL’S RESPONSE AND FINDINGS:**

- 26. The Panel in its deliberations gave careful consideration to the evidence presented and asked itself whether the Company acted fairly and reasonably in terminating Mr. Bennett’s employment.
- 27. The evidence submitted by Mr. David Minott is that the Company had various issues with Mr. Bennett’s performance over the years. However, the Tribunal observes that the Company failed to present evidence of a formal disciplinary policy or any specific performance guidelines applicable to Mr. Bennett's role. Notably, despite the Company writing to Mr. Bennett regarding his performance, the Tribunal notes the absence of any documented performance appraisals for his tenure. The Tribunal now refers to paragraph 9 of the Labour Relations Code.

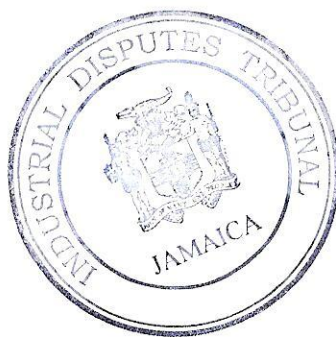
Employment Policies

*“Clear, comprehensive and non-discriminatory employment policies are an indication of the efficiency of an undertaking. The initiation of such policies is primarily the responsibility of employers, but they should be developed in consultation or negotiation with workers or their representatives.”*

- 28. Mr. Bennett’s evidence is that there were challenges regarding the timely procurement of supplies necessary to service the trucks. He said that even when service parts were requested in a timely manner, they would often arrive late. This testimony was corroborated with the evidence provided by the Company’s witnesses who acknowledged that service parts were occasionally not delivered promptly. The Tribunal recognizes that such a delay would significantly hinder his ability to effectively fulfill his duties. Additionally, it is the unchallenged evidence of Mr. Bennett that pay was sometimes late or the employees he supervised were short paid and this demotivated them. The Tribunal finds that this financial instability would undoubtedly have a detrimental impact on the employees’ morale and would consequently, affect productivity.




29. It is interesting to note that though the Company had an issue with Mr. Bennett's performance from as far back as early 2013, in 2016, he received an award for his twenty seven years of *dedicated service* to the Company. Mr. Bennett started in 1989 as a Mechanic in Kingston and was later promoted to the position of Garage Manager at the Company's Montego Bay location. His tenure with the Company lasted for over twenty-nine (29) years at the date of his dismissal in February, 2018. All of the witnesses who testified on behalf of the Company stated that Mr. Bennett was consistently polite and was never disrespectful. The evidence given by Mr. Minott indicates that Mr. Bennett's performance was commendable during the early years of the Company's operations.
30. The Tribunal will now address the critical question of whether the Company's termination of Mr. Bennett's employment contract adhered to principles of good industrial relations practice. The evidence before the Tribunal is that Mr. Minott played multiple roles in the termination of Mr. Bennett' employment. The Rules of Natural Justice requires that a man should not be a judge in his own cause. The procedure should show impartiality and be presided over and/managed by persons who will be fair and objective, and certainly not a part of the institution which is making the accusation or bringing the charges against the accused. Mr. David Minott was the person who proffered the charges against Mr. Bennett, he was a part of the panel that conducted the hearing and took the decision to terminate Mr. Bennett's employment. He also signed the letter of dismissal. Mr. David Minott was therefore judge, jury and executioner. The Tribunal also deems it highly significant that two members of the Disciplinary Panel, namely Mr. Shaw and Mr. Andrew Minott, provided testimony during the hearing. Following the hearing, the Panel, comprising Messrs. David Minott (Chairman), Andrew Minott, and Mr. Shaw, collectively decided to terminate Mr. Bennett's employment. The process of the hearing, as carried out by the Company was therefore flawed as it was at variance with the Rules of Natural Justice.
31. Finally, regarding the question of mitigating his losses post termination, this Tribunal accepts the evidence of Mr. Bennett that he had made substantial efforts to find employment, however, he was unsuccessful because of his advance age and his lack of knowledge of new technologies in the industry.

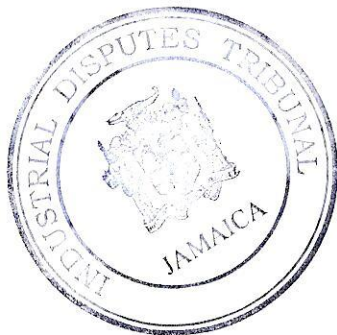


**THE AWARD:**

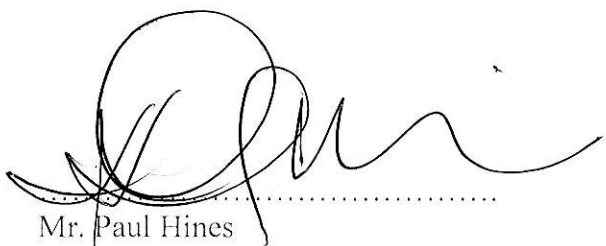
32. Accordingly, in exercise of the powers conferred by Section 12(5)(c) of the Act, the Tribunal finds that Mr. Bennett was unjustifiably dismissed and awards that Mr. Lanford Bennett be compensated all salary and benefits retroactive from the date his dismissal, February 5, 2018 to September 26, 2024.

DATED THIS <sup>24<sup>th</sup></sup> DAY OF DECEMBER 2024


  
.....  
Mrs. Sharon Anderson  
Chairman



  
.....  
Mrs. Jacqueline Irons, J.P.  
Member

  
.....  
Mr. Paul Hines  
Member

Witness:

  
.....  
Royette Creary (Miss)  
Secretary to the Division