

INDUSTRIAL DISPUTES TRIBUNAL

DISPUTE NO.: IDT 25/2024

SETTLEMENT OF DISPUTE

BETWEEN

**CWH GAS COMPANY LIMITED
(THE COMPANY)**

AND

**MR. SHAWN MYERS
(THE AGGRIEVED)**

AND THE

AWARD

I.D.T. DIVISION

MR. ERROL MILLER, JP	-	CHAIRMAN
MR. LESLIE HALL, JP	-	MEMBER
MRS. CHELSIE SHELLIE VERNON-		MEMBER

MAY 12, 2025

IDT 25/2024

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**CWH GAS COMPANY LIMITED
(THE COMPANY)**

AND

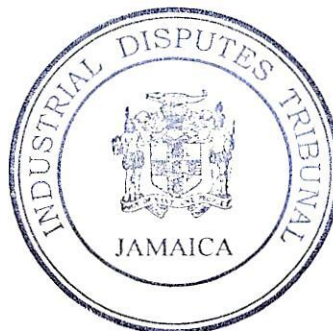
**MR. SHAWN MYERS
(THE AGGRIEVED)**

REFERENCE:

By letter dated August 29, 2024, 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 CWH Gas Company Limited on the one hand, and Shawn Myers 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:

Mr. Errol Miller, JP	-	Chairman
Mr. Leslie Hall, JP	-	Member, Section 8(2) (c) (ii)
Mrs. Chelsie Shellie-Vernon	-	Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF PARTIES:

The **Company** was represented by:

Miss Pearline M. Bailey	-	Attorney-at-Law
Mr. Kwame Gordon	-	Attorney-at-Law

In attendance:

Mr. Christopher Charley Snr.	-	Chief Executive Officer
Mrs. Paulette Charley	-	Chief Executive Officer
Mr. Christopher Charley Jnr.	-	Chief Operating Officer

The **Aggrieved worker** was represented by:

Mrs. Olivia Derrett Plowright	-	Attorney-at-Law
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In attendance:

Mr. Shawn Myers	-	Aggrieved Worker
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SUBMISSIONS AND SITTINGS:

Brief was submitted by the Aggrieved's representative and three (3) Sittings held October 24, 2024 to March 24, 2025.

REPORT TO THE TRIBUNAL:


At the 1st Sitting the parties agreed to engage in local level discussions and sought time for further discussions at the next two Sittings. By joint letter dated April 3, 2025, signed by the parties, the Tribunal was informed that the parties have settled the dispute and a copy of the executed Release and Discharge was attached.

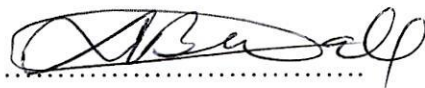
AWARD:

The parties arrived at a settlement as contained in the Release and Discharge attached to joint letter of settlement dated April 3, 2025 (copy attached). It is that settlement agreement which constitutes the Award.

DATED THIS 12th DAY OF MAY, 2025 .





.....
Mr. Errol Miller, JP
Chairman


.....
Mr. Leslie Hall, JP
Member


.....
Mrs. Chelsie Shellie-Vernon
Member

Witness:


.....
Nicola Smith Marriott (Mrs.)
Secretary to the Division



GRAYSON & COMPANY
ATTORNEYS-AT-LAW

MARISA DALRYMPLE PHILIBERT, PARTNER
KIMBERLEY DOWNER, PARTNER
TASHOY ADRIAN HARTY, ASSOCIATE
OLIVIA DERRETT PLOWRIGHT, ASSOCIATE

April 3, 2025

Industrial Disputes Tribunal
4 Ellesmere Road
Kingston 10

Attention: Mrs. Nicola Smith Marriott

Dear Sirs:

Re: Dispute between Shawn Myers and CWH Gas Company Limited

Reference is made to the above captioned matter.

Kindly be advise that the parties attended an inhouse mediation on the 12th day of March, 2025 and have continued to have discussions with a view of settlement thereafter.

This joint letter serves to advise you that the parties (**Shawn Myers and CWH Gas Company Limited**) have settled the dispute recorded as IDT 34/2023.

A copy of the executed Release and Discharge is attached for your information.

Yours faithfully,
GRAYSON & COMPANY.

Per: OLIVIA DERRETT PLOWRIGHT (MRS.)

Yours faithfully,
PEARLINE M. BAILEY LAW

Per: YMS
PEARLINE M. BAILEY (MS.)
Pearline Bailey
Attorney-at-Law
Att. No. 3348

Enclosed
CC: Shawn Myers
CWH Gas Company Limited

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RELEASE AND DISCHARGE

BETWEEN: CWH GAS COMPANY LIMITED V SHAWN MYERS
IDT 34/2023

TO BE RECEIVED by SHAWN MYERS from CWH GAS COMPANY LIMITED the sum of One Million Six Hundred and Seventy One Thousand Dollars, Seven Hundred and Thirty Three Dollars and Twelve Cents (1,671,733.12) in full and final settlement of all claims past, present and pending inclusive of all costs, settlement of all claims arising from the termination of the contract of employment of Shawn Myers with CWH Gas Company Limited by way of letter dated November 29, 2022 and further contained in the dispute bearing number IDT 34/2023 before the Industrial Disputes Tribunal.

THIS PAYMENT is received by me, SHAWN MYERS, by way of compromise of the claim made by me and without any admission of liability on the part of the said, CWH GAS COMPANY LIMITED and in consideration therefore I do hereby release and discharge the said CWH GAS COMPANY LIMITED from all claims and demands whatsoever arising directly or indirectly out of the said incident and I HEREBY UNDERTAKE that I will not at any time hereafter bring any action or proceedings or make any claims whatsoever from the termination of my contract of employment by way of letter dated November 29, 2022.

AND I HEREBY UNDERSTAND that payment out on this Release and Discharge is contingent on my production of a copy of a valid Identification AND I FURTHER AGREE that this Release and Discharge becomes null and void if I fail to produce a copy of a valid Identification.

I, SHAWN MYERS, have read this document in its entirety, sought independent legal advice, fully understand the terms and implications of the same and have signed it freely and voluntarily and I hereby agree to be bound by the Agreements made herein.

CWH GAS COMPANY LIMITED agrees that it will pay over the sum of One Million Six Hundred and Seventy-One Thousand Dollars, Seven Hundred and Thirty-Three Dollars and Twelve Cents (1,671,733.12) to SHAWN MYERS or His Attorneys-at-Law or to whomever he so appoints in full and final settlement arising out of the said incident dated November 29, 2022 detailed above.

Dated the _____ day of _____

2025

Signature _____

SHAWN MYERS

Address _____

TRN _____

116 974 494

Witness _____