

# INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 18/2015

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SETTLEMENT OF DISPUTE

BETWEEN

LITHOMEDIA PRINTERS LIMITED

AND

NOLA WALTERS-DILLON

AND THE

***AWARD***

I.D.T. DIVISION

MR. CHARLES JONES, CD, JP - CHAIRMAN

MR. LESLIE HALL - MEMBER

MR. DWIGHT NELSON, CD, JP - MEMBER

JANUARY 8<sup>th</sup>, 2016

**IDT 18/2015**

**INDUSTRIAL DISPUTES TRIBUNAL**

**AWARD**

**IN RESPECT OF**

**AN INDUSTRIAL DISPUTE**

**BETWEEN**

**LITHOMEDIA PRINTERS LIMITED  
(THE COMPANY)**

**AND**

**MRS. NOLA WALTERS-DILLON  
(THE AGGRIEVED)**

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**REFERENCE:**

By letter dated July 16, 2015, 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 Lithomedia Printers Limited on the one hand and Nola Walters-Dillon on the other hand over the termination of her 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. Charles Jones, CD, JP - Chairman
- Mr. Leslie Hall - Member, Section 8(2) (c) (ii)
- Mr. Dwight Nelson, CD, JP - Member, Section 8(2) (c) (iii)

**REPRESENTATIVES OF THE PARTIES:**

The **Company** was represented by:

- Mrs. Merle Baldwin - Administrative Director

The **Aggrieved** was represented by:

- Mr. Rudolph A. Thomas - Industrial Relations Consultant

In attendance was **Mrs. Nola Walter-Dillon** - Aggrieved worker

**SUBMISSIONS AND SITTINGS:**

Briefs were submitted by both parties who made oral submissions during five (5) sittings held between October 6, 2015 and December 9, 2015.

**BACKGROUND TO THE DISPUTE:**

Lithomedia Printers Limited is a private commercial entity situated at 66a Brunswick Avenue, Spanish Town in the Parish of St. Catherine. Its core business is providing a wide variety of printing services. Mrs. Nola Walters-Dillon was employed to this printing company effective July 26, 2005 as a receptionist and in May 2012 became a receptionist/cashier until December 1, 2014, when her services were terminated. The letter of termination stated:

*“It has come to the point where your insolence can no longer be tolerated and with such a strained relationship it is best for the Company that you no longer afford your services.”*

Attempts to have the matter settled amicably at the Ministry of Labour failed, resulting in the dispute being referred to the Industrial Disputes Tribunal, to be determined and settled.

#### **HEARING OF THE DISPUTE:**

Mrs. Merle Baldwin, Administrative Director of Lithomedia Printers Limited appeared on behalf of the Company. The procedure in the hearing of disputes was explained to her in light of the fact that she was unfamiliar with the functioning of the Tribunal.

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

Mrs. Baldwin in her opening submission appeared to be presenting her case as she sought to introduce documents into the proceedings as evidence. The process for the admission of documents as exhibits was also explained to her. The Tribunal, in order to facilitate her agreed that she would be sworn in as a witness as this would allow for her to seek admission of exhibits and for cross examination. Mr. Rudolph Thomas, Industrial Relations Consultant representing the Aggrieved, offered no objection.

Mrs. Baldwin submitted that Mrs. Walters-Dillon's period of employment was punctuated with several incidences of unacceptable behaviour towards management, co-workers and customers. She was spoken to, written to, and was even suspended as a result of her poor behaviour.

The Company sought the advice of the Ministry of Labour and Social Security concerning the procedure to be adopted in terminating Mrs. Walters-Dillon's employment. Mrs. Baldwin stated that the information she received was inaccurate, thereby rendering the manner in which she terminated Mrs. Walters-Dillon incorrect. Having found out that the process of the termination was incorrect, the Company attempted to reinstate Mrs. Walters-Dillon, but this was not successful.

In light of this admission, it was put to the Parties that the Tribunal was prepared to now hear submissions with regard to compensation. The Parties agreed.

#### **PRESENTATION OF THE COMPANY:**

Mrs. Baldwin in her presentation stated that at no time did the Company act maliciously towards Mrs. Walters-Dillon and said that any “claim for losses or damages should be seen as unfounded as these effects were not as a result of malicious behaviour but as a result of her own insolent actions.”

She also submitted that the Company at a point in a conciliatory meeting at the Ministry of Labour and Social Security had been willing to reinstate Mrs. Walters-Dillon, but this was not finalised in light of Mrs. Walters-Dillon’s reaction to aspects of this proposal.

Mrs. Baldwin further submitted that Mrs. Walters-Dillon had gained gainful employment since her dismissal and that based on her submission the Tribunal was asked to consider compensation of three (3) months’ salary.

#### **PRESENTATION OF THE AGGRIEVED:**

Mr. Thomas, representing the Aggrieved stated that the dispute between the Aggrieved and her Employers started from her unjustifiable suspension in 2013. Mr. Thomas further stated that the relationship got worse after a staff meeting in May of 2014 where it was suggested that all staff members would be made redundant.

The representative of the Aggrieved further argued that the separation of the Aggrieved from her employment took place without:

- Any allegations been laid,
- Any notification of a hearing
- Any hearing been kept
- Any right of appeal

Mr. Thomas further stated that there was flagrant disregard for both the principles of natural justice and procedural fairness as well as the Labour Relations Code. In light of these statements he submitted that the termination of Mrs. Nola Walters-Dillon services was grossly unfair and unquestionably unjustified. In addition, Mr. Thomas refuted the statement made by Mrs. Baldwin that Mrs. Walters-Dillon had since been gainfully employed.

Mr. Thomas stated that Mrs. Walters-Dillon was not requesting reinstatement and asked that she be compensated with the payment of all salaries, allowances, increases and bonus from the date of her dismissal to the date of the Award, as also compensation for damages suffered consequent on her dismissal.

**THE TRIBUNAL'S FINDINGS:**

The Tribunal in its deliberations gave careful considerations to the presentations made and was convinced that Mrs. Baldwin, the employer had made efforts to effect Mrs. Walters-Dillon's termination in keeping with accepted procedure.

The Tribunal agreed however, that the eventual manner in which her services were terminated was not in keeping with the guidelines of the Labour Relations Code, and therefore was unjustifiable.

**AWARD:**

In all the circumstances of this case, the Award of the Tribunal is for Mrs. Nola Walter-Dillon to be compensated in the sum of One Hundred and Forty Thousand Dollars (\$140,000) as a result of the Company's unjustifiable action in terminating her services.

DATED THIS 8<sup>th</sup> DAY OF JANUARY, 2016



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Charles Jones, CD, JP  
Chairman




.....  
Leslie Hall  
Member



.....  
Dwight Nelson, CD, JP  
Member

Witness: .....



Keisha Mighty-Brown (Mrs.)  
Acting Secretary to the Division