

**INDUSTRIAL DISPUTES TRIBUNAL**

**Dispute No.: IDT 62/2016**

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**SETTLEMENT OF DISPUTE**

**BETWEEN**

**NATIONAL SOLID WASTE MANAGEMENT AUTHORITY**

**AND**

**MS. JENNIFER EDWARDS**

**AND THE**

***AWARD***

**LD.T. DIVISION**

<b>MR. CHARLES JONES, CD, JP</b>	<b>-</b>	<b>CHAIRMAN</b>
<b>MR. ERROL BECKFORD</b>	<b>-</b>	<b>MEMBER</b>
<b>MR. D. TREVOR McNISH</b>	<b>-</b>	<b>MEMBER</b>

**MAY 9, 2018**

IDT 62/2016

**INDUSTRIAL DISPUTES TRIBUNAL**

**AWARD**

**IN RESPECT OF**

**AN INDUSTRIAL DISPUTE**

**BETWEEN**

**NATIONAL SOLID WASTE MANAGEMENT AUTHORITY  
(THE COMPANY)**

**AND**

**MS. JENNIFER EDWARDS  
(AGGRIEVED)**

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**REFERENCE:**

By letter dated December 9, 2016 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 Terms of Reference, the industrial dispute described therein.

The Terms of Reference were as follows:

*"To determine and settle the dispute between National Solid Waste Management Authority on the one hand and Ms. Jennifer Edwards on the other hand over the termination of her contract of 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. Errol Beckford	-	Member, Section 8(2) (c) (ii)
Mr. D. Trevor McNish	-	Member, Section 8(2) (c) (iii)

**REPRESENTATIVES OF PARTIES:**

The Company was represented by:

Mr. Lackston Robinson	-	Attorney-at- Law
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In attendance was:

Ms.Tova Hamilton	-	Legal Officer
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The Aggrieved was represented by:

Senator Lambert Brown	-	Industrial Relations Consultant
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In attendance was:

Ms. Jennifer Edwards	-	Aggrieved Worker
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**SUBMISSIONS AND SITTINGS:**

Briefs were submitted by the parties and oral submissions made during seventeen (17) sittings, from April 4, 2017 to January 31, 2018.

**BACKGROUND:**

- The aggrieved, Ms. Jennifer Edwards, was employed to the National Solid Waste Management Authority (NSWMA) on a fixed term contract that ended on February 26, 2015. Neither prior to the ending of the contract nor at the end of the contract, was Ms. Edwards contacted by her employer regarding her employment status.

- Despite not hearing from her employer about her employment status, she continued to perform the usual functions and duties consistent with the terms of the expired contract.
- On March 18, 2015, she was written to by the Chairman of the Board, advising that a decision was taken to offer her a one month extension contract with an expiry date of March 26, 2015.
- This one month contract was not accepted and by said letter of March 18, 2015, the Chairman of the Board informed Ms. Edwards that *"based on discussions at Board Meeting .... your services will no longer be required after March 26, 2015."*
- Thereafter, discussions were held with various persons and bodies with a view to settle the matter, but with no success. As a result, the Ministry of Labour has referred the matter to the Industrial Disputes Tribunal for determination and settlement.

**CASE FOR THE COMPANY:**

The NSWMA adduced evidence and made submissions in support of its contention that Ms. Edwards' one month contract of employment ended on March 26, 2015, by the effluxion of time and therefore, her contract was not terminated by the NSWMA:

1. The NSWMA took a preliminary point that the Tribunal has no jurisdiction to hear this dispute as the reference to the Ministry of Labour by the aggrieved worker's representative, Mr. Danny Roberts, in January 2016, spoke to Ms. Edwards having a **"reasonable expectation that her Contract would have been further renewed for a period of three years"**.

On that basis the NSWMA submitted "that there was no existing dispute within the meaning of the Labour Relations and Industrial Disputes Act when the Minister referred the matter to the Tribunal. The Tribunal therefore has no jurisdiction to hear the matter on the merits".

2. There was no dismissal in this matter as the contract of employment of the employee, Ms. Edwards, had come to an end with the effluxion of time. Therefore, the burden falls on the employee to satisfy the Tribunal of the qualifying conditions of establishing that she had been dismissed, that is, the contract of employment was terminated at the initiative of the employer.

The NSWMA submitted that she has failed to discharge the burden of proof and in as much as there is no evidence of dismissal, the Tribunal has no jurisdiction to embark on a hearing on the merits of the case. This, therefore, is sufficient to bring the matter to an end.

3. Ms. Edwards' reliance on the letter of March 18, 2015, as a letter of dismissal/termination, is misguided. Below are the contents of the letter:

*"The Executive Director  
The National Solid Waste Management Authority  
61 Half Way Tree Road  
Kingston 10*

*Dear Ms. Edwards,*

*Reference is made to letter dated March 11, 2015 granting an extension of contract of employment from the 27<sup>th</sup> February 2015 to the 26<sup>th</sup> March 2015. Attached please find one month employment contract for the period February 27, 2015 to March 26, 2015, and note that this letter supersedes my letter to you of the 11<sup>th</sup> March 2015.*

*This letter serves to advise that based on discussions at Board meeting held on the 18<sup>th</sup> March 2015, your services will no longer be required after March 26, 2015.*

*On behalf of the Board of Directors of the National Solid Waste Management Authority, we wish to thank you for your service and commitment to the organization; and we wish you the best in your future endeavours.*

*Yours faithfully,*

**NATIONAL SOLID WASTE MANAGEMENT AUTHORITY**

.....

*K. Steve Ashley, Chairman"*

Equally absurd is the assertion that the contents of a Press Release of same date is proof that Ms. Edwards' contract was terminated by way of dismissal. The relevant portion reads as follows:

*"Update from NSWMA Board meeting of Wednesday, 18<sup>th</sup>  
March 2015*

.....

*Additionally, we advise that the employment contract for the Executive Director, Ms. Jennifer Edwards ended on 24<sup>th</sup> February 2015 and she was asked to continue in the position until 26<sup>th</sup> March 2015. After this date, the Deputy Chairman of the Board, Mr. Morin Seymour will oversee the day to day operations of the NSWMA and the regional offices."*

4. Since the NSWMA did not dismiss Ms. Edwards, none of the assertions in 3 above is sufficient to discharge the burden of proving that she was dismissed by her employer, the NSWMA. Her reliance on the Press Release as evidence of dismissal, is manifestly absurd and her assertion that the letter dated March 18, 2015, is evidence of dismissal, is erroneous.
5. The letter of March 18, 2015, was nothing more than a notification to Ms. Edwards, who was employed under a fixed term contract, advising that the contract will end by effluxion of time and thereafter, she will cease to be employed. In the second paragraph of the letter of March 18, 2015, the Chairman of the Board was not exercising any power under the contract to bring it to a premature end. This letter, therefore, is not evidence of termination by the NSWMA and as such, there is no evidence of

dismissal within the meaning of the Labour Relations and Industrial Disputes Act.

6. It is important to note that the letter of March 18, 2015, had an attachment in the form of a document, "Contract For Management Service" (one month contract). This contract was not a renewal or extension of the original contract (three year contract), it was a re engagement under a new contract. Therefore, this letter which Ms. Edwards is relying on as the letter of dismissal, bears no relevance to a renewed contract which she claims, to have arisen by operation of law and later terminated. It is submitted that in the circumstances, there is no dismissal or termination by the employer, the NSWMA.
  
- 7 Ms. Edwards continued to perform her duties after the expiration of her contract on February 26, 2015, and on 11<sup>th</sup> March 2015, which is fourteen days after the expiration of the first contract, the Chairman of the Board of Directors, Mr. K. Steve Ashley, wrote to her, offering to extend her contract for a period of one month ending on 26<sup>th</sup> March, 2015. On the said date, Ms. Edwards was provided with two copies of the contract which she was requested to sign. Ms. Edwards did not sign the contract.  
  
On 18<sup>th</sup> March 2015, the Chairman wrote to Ms. Edwards, withdrawing the letter dated 11<sup>th</sup> March 2015, and offered instead, to re-engage Ms. Edwards for a period of one month from 27<sup>th</sup> February, 2015 to 26<sup>th</sup> March, 2015. She was given a copy of the contract which she did not sign but she continued performing her duties. She demitted office on 26<sup>th</sup> March 2015, when this contract, the one month contract, expired.
  
8. In **BBC v Kelly-Phillips [1998] IRLR 294 at p297** paragraph 19 the Court of Appeal made a distinction between renewal of a contract (including an extension) and re-engagement under a new contract thus: "in the former case the renewal of the contract causes the same contract to continue, whereas in the latter a new contract comes into existence."

It is submitted that the letter dated 18<sup>th</sup> March 2015, (Exhibit 12A) and the attached document, "Contract for Management Services" (Exhibit 12B) constitute the one month contract which is a re-engagement of the services of Ms. Edwards under a new contract from 27<sup>th</sup> February 2015 to 26<sup>th</sup> March 2015.

9. Ms. Edwards acknowledged receipt of the one month contract but she did not sign the document. She also acknowledged that the letter dated 18<sup>th</sup> March 2015, was the offer of a new contract for one month and that it was an instruction to her to ignore the previous offer of an extension of contract. Ms. Edwards also asserted that both parties "continued to act as if bound by the terms of the contract" and that "it is that service and the conduct of the Board that she relies on as a renewal of the first contract" (three year contract).
10. Ms. Edwards testified that she continued to perform her duties as Executive Director after she received the one month contract and up to the 26<sup>th</sup> March 2015, when she demitted office.

Notwithstanding this evidence, Ms. Edwards has denied the existence of the one month contract because "the offer was never accepted" and she did not sign the re-engagement contract that was delivered to her on 18<sup>th</sup> March 2015. At paragraph 92 of the submissions on behalf of Ms. Edwards, it is asserted that the Tribunal "must decide on a balance of probability whether as the Company claimed there was a second contract with an expiration date of 26<sup>th</sup> March, 2015" and that "there is no evidence of such a contract. A contract must have at least two parties. There must be an offer which was accepted. There was none with an expiration date of March 26<sup>th</sup>, 2015. Therefore no such contract could end on the expiration of time". At paragraph 54 and 55 of her Closing Submissions, it is stated that "no contract can be said to arise from this letter Exhibit 12A or the offer which is Exhibit 12B. There can be no contract in law without an acceptance."



11. In response to the assertions in 10 above, the NSWMA submits that except where it is prescribed by statute, it is not necessary for a written contract to be signed. The conduct of the parties may be sufficient to establish a binding contract between them.

*Brogden v Metropolitan Railway Co. (1877) 2 AP CAS 666*

*Thornton v Shoe Lane Parking Ltd. [1970] 2 QB 163.*

Ms. Edwards testified that she received the second contract, she read it and she understood it. She also acknowledged that after she received the second contract, although she did not sign it, she continued to perform her duties as Executive Director. At paragraph 22 of the Brief she stated that “ Up to **March 26, 2015, she attended work and continue to dutifully perform her functions and responsibilities to ‘the Company’.**”

Since Ms. Edwards continued to perform her functions as Executive Director and having regard to the fact that she demitted office on 26<sup>th</sup> March 2015, in accordance with the terms of the second contract (one month), it is submitted that she evinced an intention to be bound by the terms of the said contract.

Her conduct demonstrated her acceptance of the terms and conditions of the said contract and that is sufficient to establish the existence of the second contract.

The second (one month) contract is a fixed term contract which expired on 26<sup>th</sup> March 2015; it was terminated by the effluxion of time. Consequently, there was no dismissal within the meaning of the Labour Relations and Industrial Disputes Act.

12. Ms. Edwards is claiming that her expired contract was renewed on the next work day after February 26, 2015, that is February 27, 2015, on the following grounds that:

- (1) Clause 4 of the first contract provides for the renewal of that contract if the Company requires Ms. Edwards to continue her service beyond the last day of the said first contract; since the Company was aware of the last day of the first contract and

since the Company required Ms. Edwards to continue her service, the Company must have intended to renew the said contract.

- (2) There is an established rule of law that there exist an implied term that, immediately upon the expiration of a fixed contract of employment the contract is renewed with the same or substantially the same terms and conditions, if the employee is not advised that her service will not be required.
- (3) By virtue of the common law principle set out in paragraph 28 of Ms. Edwards' submissions, **Chitty on Contracts Twenty-Eighth Edition**, a renewed contract is implied.

13. In response to what is set out in 12 above, there are two tests for implying a contract term:

(A) The **Officious Bystander Test**. It states as follows:

"Prima facie that which in any contract is left to be implied and need not be expressed is something so obvious that it goes without saying; so that, if, while the parties were making their bargain, an officious bystander were to suggest some express provision for it in their agreement, they would testily suppress him with a common 'Oh, of course!'"

**Shirlaw v Southern Foundries Limited [1939] 2 KB 206; 227**

(B) The **Business Efficacy Test**. It states as follows:

"An implied warranty, or as it is called a covenant in law, as distinguished from an express contract or express warranty, really is in every instance founded on the presumed intention of the parties and upon reason. It is the implication which the law draws from what must obviously have been the intention of the parties, an implication which the law draws with the object of giving efficacy to the transaction and preventing such a failure

of consideration as cannot have been within the contemplation of either of the parties.

**The Moorcock (1889) 14 PD 64**

The term being implied must be necessary to make the contract work; if it is not necessary there is no basis for implying such term. The Tribunal cannot intervene because it appears reasonable to do so.

14. It is submitted that it is incongruous to suggest that a term should be implied to give business efficacy to a contract at a time when, as agreed by both parties, it should be terminated or to suggest that although both parties have expressly agreed that the contract should be terminated on a fixed date, it could be said that it is obvious that they intended that it should be renewed without more. It is, therefore, submitted that Ms. Edwards has not demonstrated that the implied term is established by law or otherwise.
15. The Common law principle being relied on by Ms. Edwards to support the renewal of her contract cannot avail her for the following reasons:
  - (i) The principle may be applied only where there is no provision in the contract for renewal. Clause 4 of the first contract speaks expressly to renewal and both parties are bound by its terms (Paragraph 16 and 93 of Ms. Edwards' submissions)
  - (ii) There must be a course of conduct by both parties before a new contract can arise by implication. The new contract cannot arise immediately upon the expiration of the express contract.
  - (iii) The common law principle must be read subject to Section 3(5) of the Employment (Termination and Redundancy Payments) Act. The course of conduct by both parties must continue for four weeks, without any intervening act, before a renewed contract can arise by operation of law. The common law cannot override the statutory provision.
16. Ms. Edwards asserts that the evidence confirms that there was a requirement for the continuation of service after the first contract expired

on 26<sup>th</sup> February 2015. The Tribunal should note the evidence of Mr. Ashley that he did not know that Ms. Edwards' contract (first contract) had expired. The Tribunal should also note the evidence of Ms. Edwards that she had no duty to inform the Chairman that her contract had expired. Prior to the intervention of the Chairman on 11<sup>th</sup> March 2015, there was no active request for Ms. Edwards to continue her service and the continuation of service could only arise by implication after a period of 4 weeks following the expiration of the first contract. **Section 3(5) of the Employment (Termination and Redundancy Payments) Act.**

17. Ms. Edwards knew that her contract had expired and that she intended to continue her duties as Executive Director but the Chairman, Mr. Ashley, did not know. A responsible Executive Director would have approached the Chairman, would have informed him that her contract was about to expire and also would have ascertained what were his intentions as regards the continuation of her service. Ms. Edwards did not, she remained silent. It is submitted that she cannot rely on an undisclosed intention which the Chairman could not reasonably have ascertained.
18. Since there is no dismissal, the Tribunal has no jurisdiction to make an award on the merits, therefore, Ms. Edwards' submissions on remedy are irrelevant. In any event, the sums claimed, like special damages, must be specifically proven. Much of what is stated is in the realm of speculation. Therefore, it is submitted that the matter be dismissed.

**CASE FOR JENNIFER EDWARDS:**

Ms. Edwards contends that her dismissal by "the Company":

- (a) was unfair and unjustified;
- (b) represented a breach of the Labour Relations Code and the Laws of Jamaica and that the Industrial Disputes Tribunal should so find.

In support of her contention, evidence was adduced and submissions made which is summarised as follows:

1. The NSWMA is required under Clause 8 of the National Solid Waste Management Act of 2001 that governs its affairs, to employ and appoint an Executive Director among other officers and members of staff on terms that it deems fit and appropriate.

Ms. Edwards, in 2012, responded to an advertisement for the post of Executive Director. She was shortlisted, interviewed and was successful in her application for the job of Executive Director. She was employed as of February 27, 2012 and placed on probation for three (3) months. Ms. Edwards successfully completed the period of Probation and was duly confirmed as Executive Director.

2. Clauses (1) and (2) of the Contract of Employment dealt with the duration of the said contract. It should be noted that the original contract was for a fixed term ending February 27, 2015. Clause (2) reaffirmed that the Contract **"shall be deemed completed on the last day of service, unless by mutual agreement the period is extended."**

Ms. Edwards received many commendations, including from members of the NSWMA Board of Directors, for her service since taking up the position of Executive Director. In fact, leading up to the last day of service under the contract, no steps were taken by the NSWMA to effect an end of the service of Ms. Edwards. No steps, either, were taken by the NSWMA to seek an extension of the existing contract to a later date.

3. Clause (4) of the Terms of Engagement in the Contract of Employment addressed the issue of Renewal of Contract. It states **"Renewal of this contract while not automatic will be subject to the requirement for the continuation of service."** It is obvious that both parties contemplated, when they made the Agreement dated February 23, 2012, that a Renewal of Contract could take place.

Subsequent to February 26, 2015, The Company continued to require the continuation of service by Ms. Edwards beyond the "last day of service" in the original contract of service. She was obviously expected to continue to

perform all the responsibilities and obligations consistent with a renewal of the terms of the expired contract. She did continue to so perform.

4. During this period she was required to attend the Courts of Jamaica on behalf of the Company, sign cheques on behalf of the Company, attend Cabinet meetings in addition to all the other tasks assigned to her in the original contract of employment. She continued to be entrusted with the banking codes of the Company so she could upload payments to staff and contractors. She was allowed to retain the security card to access sensitive areas of the Company. The motor vehicle arrangement continued as under the expired contract.

Ms. Edwards was required by invitation to attend meetings of the Board of Directors on March 4, 2015 and again on March 18, 2015, in the capacity of Executive Director. She was required to prepare reports for the Board on both occasions. She was also required to prepare and make reports for the Office of the Contractor General.

5. Ms. Edwards dutifully complied with these obligations on the basis that her contract was renewed as to the original Terms of Engagement, save for the change of dates and the probation period which was already served. The new Duration Clause would now be February 27, 2015 to February 26, 2018, unless sooner determined as contained in the Contract. Ms. Edwards recognized that a contract as stated in the **Employment (Termination and Redundancy Payments) Act** can be expressed or implied. This is also the view taken in the **Labour Relations and Industrial Disputes Act** in the definition of contract of employment. In this case, the Company, having the full knowledge of "the last day" of the original contract and requiring her to continue her service to the Company, must have intended embarking upon the renewal clause as stated in Clause (4) of said contract. Ms. Edwards accepted by conduct (the fulfillment of her obligations), the conduct of the Company (in requiring the continuation of her service), thus a renewal of contract was in effect from February 27, 2015.
6. On the March 18, 2015, Ms. Edwards attended a meeting of the Board of Directors in her capacity as Executive Director. At that meeting there were

several matters on the agenda being discussed. None of those matters pertained to the performance or conduct of Ms. Edwards as Executive Director. However, at a point in the meeting Ms. Edwards was asked to leave the meeting. No reason was given to her for that request. She complied. She was never asked to rejoin the meeting of the Board of Directors.

7. Subsequent to the meeting of the Board of Directors, Ms. Edwards received communication dated March 18, 2015, by way of a memo with an attached copy of a one month contract offer, from the Industrial Relations and Human Resources Manager of the Company. This offer was never accepted by Ms. Edwards as she was satisfied that her Contract was renewed and there was no need to engage in a varying of the terms of that renewed contract.
8. Also, subsequent to the meeting of the Board of Directors on March 18, 2015, Ms. Edwards became aware of a Press Release from "*the NSWMA*", issued by the Chairman of the Board, to the effect "*that the employment contract for the Executive Director, Ms. Jennifer Edwards ended on 24<sup>th</sup> February 2015 and she was asked to continue in the position until March 26, 2015. After this date, the Deputy Chairman of the Board, Mr. Morin Seymour will oversee the day to day operations of the NSWMA and the regional officers.*" It is entitled '*Update from NSWMA Board meeting of Wednesday, March 18, 2015*'.
9. The evidence before this Tribunal is that the NSWMA has an established policy in respect to the renewal of contracts as it is a feature of its operation. There is a separate renewal policy for the Executive Director. This is according to the Human Resources Manager who was the sole witness for the NSWMA .

This policy was not tendered into evidence but both witnesses spoke to it. The Human Resources Manager testified that Ms. Edwards' service was not broken after the expiration of the first contract. She also told you that the word (not) automatic in the renewal clause is understood to mean "not guaranteed."

10. Clause 4 of the agreed Terms of Engagement expressly stated:

**“Renewal of this contract while not automatic will be subject to the requirement for the continuation of service.”**

Ms. Edwards gave evidence in respect to NSWMA’s renewal policy. She said that if there was no break in the service, then that contract was renewed under the same terms and condition. She also said in respect to the duration, that if it was a one year contract it would be renewed for another one year. If it was a two year contract it would be renewed for another two years and if it was a three year contract it would be renewed for another three years. The evidence contained in Exhibit 2, showed that Ms. Edwards’ first contract was for three years.

11. The Tribunal should take note that, unlike the clause on extension which expressly require mutual agreement for an extension, the parties, no doubt conscious of the practice of renewal of contract at the NSWMA, deliberately omitted any requirement for a condition for renewal to be effected other than **“the requirement for the continuation of service.”**

Exhibit 25, the Press Release of 18<sup>th</sup> March 2015, showed that there was no diminution in the need for the service of the Executive Director in as much as the Deputy Chairman was designated to perform that role subsequent to the 26<sup>th</sup> of March, 2015.

Ms. Edwards submitted that based on Clause 4 under the ‘Terms of Engagement’ that subsequent to 26<sup>th</sup> February 2015, her contract with the NSWMA was a renewal for three (3) years consistent with the practice of the NSWMA. The renewal takes place by the terms of the contract. The evidence revealed that there was need for the “continuation of service”.

12. As indicated at paragraph 14 of her Brief, Ms. Edwards also relied on the common law in support of her contention that her contract was renewed with the same terms and conditions as the first contract. In expressing the common law principle, the learned author of *Chitty on Contracts Twenty-Eighth Edition Vol. 1*, stated that:

*“Expressed and implied Contract. Contract may be either express or implied. The difference is not one of legal effect but simply of*



*the way in which the consent of the parties is manifested.....There may also be an implied contract when the parties make an express contract to last for a fixed term, and continue to act as though the contract still bound them after the term was expired. In such a case the court may infer that the parties have agreed to renew the express contract for another term. Express and implied contracts are both contracts in the true sense of the term, for they both arise from agreement of the parties, though in one case the agreement is manifested in words and in the other case by conduct."*

13. Similar to Chitty, in Corbin on Contracts, the following principle is outlined:

*"Parties who have made an express contract to be in effect for one year (or any other stated time) frequently proceed with performance after expiration of the year without making any new express agreement, of extension or otherwise. From such continued action a court may infer that the parties have agreed in fact to renew the one-year contract for another similar period. Illustrations can be found in leaseholds, employment transactions and contracts for a continuing supply of a commodity. (emphasis supplied)."*

14. In one of the cases cited by Corbin; *Steed v Busby*, the Supreme Court of Arkansas, having stated that in determining whether a "tacit" but actual contract exists, the prior course of dealing between the parties is to be considered, went on:

**"When an agreement expires by its own terms, if without more the parties continue to perform as before, an implication arises that they have mutually assented to a new contract containing the same provisions as the old, and the existence of a new contract is determined by an 'objective' test, i.e, whether a reasonable man would think, from the actions, that the intended to make a new binding agreement. In such a case, when the parties continue to do business together, their conduct may permit, or even constrain, a finding that they impliedly agree that their rights and**

obligations should continue to be measured as provided in the old contract. *New York Telephone Company v Jamestown Telephone Corporation.*"

15. In another decision of the last-mentioned Court, which cited the passage from an earlier edition of *Corbin*, corresponding to that set out above and is in turn cited in the current edition, *Cinefot International Corp. v. Hudson Photographic Industries Desmond, C.J.*, speaking for the majority, stated that the rule that there was available an inference or implication of fact that the parties intended to renew was not really one of substantive law, but of evidence. His Honour said that

"entering into a contract to run for a year, and then continuing to act as if its time had not run, was sufficient evidentiary support for a finding that the parties in fact intended to keep it alive for another year. The contract in that case was classified as an agency agreement and the principle was stated not to be limited to leases and employment contracts."

16. Simply put, this is a case about whether or not Ms. Edwards' second contract, which commenced after the ending of her first contract, was an extension for one month as claimed by the Company or a renewed contract for 3 years as claimed by Ms. Edwards.

Between the 27<sup>th</sup> February and 11<sup>th</sup> March, the day the fire started at Riverton City dump- there was no written or direct instructions by the NSWMA to Ms. Edwards, regarding the status of her contract. The uncontested evidence is that by its conduct the NSWMA continued to act as though the contract still bound them after the term had expired. Based on the evidence, the Tribunal must find as fact, that this was the case and so Award.

The Tribunal must ask itself what was Ms. Edwards' status during the 27<sup>th</sup> February to the 26<sup>th</sup> March, imposter, fraudster, scammer? No, she was none of those, she was the Executive Director. That authority of Executive Director could only come from a contract. A new contract starting on the 27<sup>th</sup> February replacing the first contract which ended on the 26<sup>th</sup> February

2015, which continued to be bound by the terms of the first contract. It is in determining this issue that will allow the Tribunal to truly settle this dispute.

17. The NSWMA, having entered into the contract (Exhibit 2) with Ms. Edwards, must have known the contents, i.e., the terms and conditions of that contract. They must have known when the contract would expire and therefore, was required to ensure proper contract management. That was part of the fiduciary responsibility of the Board of Directors appointed under the NSWMA's Act. The Board was obviously deficient in undertaking its responsibility. The issue of Ms. Edwards' contract was not discussed at the Board meeting toward the end of 2014, nor during the last ninety (90) days before the ending of the contract. There was no discussion at the January Board meeting. There was no Board meeting in February. There was no effort by the Board to arrive at a decision by round robin method. The board met on the 4<sup>th</sup> March, 2015, and took no action to terminate Ms. Edwards' contract. It should also be noted that in the NSWMA's letters dated 11<sup>th</sup> March, Exhibit 8 and 9, there was no mention that they were not aware that the first contract came to end on the 26<sup>th</sup> February, 2015. There was no excuse that they were unaware, nor did they claim that Ms. Edwards failed to remind the Chairman of the expiry date of the contract.
18. By NSWMA's own admission, in its Brief at Exhibit 9 dated March 11, 2015, was an offer. Without an acceptance, this offer cannot constitute a contract. Yet, this seems to be the basis on which NSWMA based their contention that the second contract, which they admitted exists, had come to a natural end due to the expiration of time and therefore, Ms. Edwards' service was not terminated by dismissal. This letter Exhibit 9, was not responded to by Ms. Edwards. Simply put, there was no acceptance of that letter by Ms. Edwards. There was, therefore, no mutual agreement for an extension. In fact, the letters of March 11<sup>th</sup> 2015, were not even offers of an extension of contract desiring an acceptance by Ms. Edwards. They represented a dictate of a position which the Company, in light of the expressed provision in the first Contract, Exhibit 2, was not in a lawful position to make. Such letters were null and void and of no legal effect.

19. Twenty-one days after the expiration of the first contract and Ms. Edwards was continuing with the full knowledge and consent of the Chairman and the Board of Directors to perform her duties as Executive Director of the NSWMA. She heard through the media on March 18<sup>th</sup> 2015, that her service with the NSWMA would no longer be required after 26<sup>th</sup> March, 2015. There was no prior discussion or consultation with her to this effect. There was no allegation of misconduct or performance failings.

As stated before, the NSWMA had no authority to unilaterally grant an extension of the Contract. This is because the Contract (Exhibit 2) expressly, under the agreed Terms of Engagement (clause 2), prohibited any such unilateral action. Any purported extension that is not mutually agreed must, therefore, be a nullity and of no effect. No evidence of mutual agreement has been put before the Tribunal. In fact, the evidence is that there was no mutual agreement extending the contract which expired on February 26, 2015.

20. The evidence before the Tribunal is that renewal of contract is a regular occurrence at the NSWMA. It is part of how they do business. The Company's sole witness, the Human Resources Manager, testified that there is an established procedure for dealing with renewal of contracts. She said the renewal process for the Executive Director was different, in that, it is the Board rather than Human Resources Department, that deals with that. Very importantly, she told you that Ms. Jennifer Edwards' service as Executive Director, was never broken after the 26<sup>th</sup> February, 2015.
21. The action of the NSWMA in terminating Ms. Edwards' contract of service as it did, without any specific allegations being made against her and giving her an opportunity to put forward a response, is a breach of the principles of Natural Justice.

It is also a breach of the Labour Relations Code Clause 1 (iii) and Clause 2, paragraph 2.

Clause 1

*"The Code is established in accordance with the provisions of Section 3 of the Labour Relations and Industrial Disputes Act, 1975. Its purpose is to set out guidelines which in the opinion of the Minister will be helpful for the purpose of promoting good labour relations, having regard to the following:*

.....

*(iii) the principle of developing and maintaining good personnel management techniques designed to secure effective co-operation between workers and employers and to protect workers and employers against unfair labour practices."*

Clause 2, paragraph 2:

*"Recognition is given to the fact that management in the exercise of its function needs to use its resources (material and human) efficiently. Recognition is also given to the fact that work is a social right and obligation, it is not a commodity; 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.*

This Tribunal is duty bound to have regards for the Code in matters on which it adjudicates. The labour Relations and Industrial Disputes Act Section 3 (4) states:

**(4) 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."**

It is also in breach of her employment contract. It is well accepted that employers have an implied duty not to. "The law further requires that 'the Company' would not, without reasonable and proper cause, conduct themselves in an unacceptable manner so as to harm the professional development of Ms. Edwards. The law also requires that 'the Company' would operate its established disciplinary procedures in accordance with its own written rules of natural justice and would take reasonable care not to harm Ms. Edwards' future employment prospects by harsh or oppressive behaviour, or by any other unacceptable conduct."

The Tribunal is urged to, in light of the evidence in this matter, find that the termination of Ms. Edwards' contract of employment is a breach of contract and therefore, unjustified.

The Tribunal must find in light of the above that the termination was not due to expiration of time but by dismissal. That the dismissal was unjustified. It was also a breach of her contract.

22. In light of the fact that, as stated in her Brief and in her testimony before the Tribunal, it is recognized that it 'may be impractical to reinstate', Ms. Edwards' prayer is that in keeping with Section 12 (5)(c)(ii) of the Labour Relations and Industrial Disputes Act, she be compensated for the unjustified dismissal/termination of her contract of employment.
  
23. In determining the amount of compensation applicable as redress for the unjustified termination in this dispute, the Tribunal must rely on and be guided by the 2013 decision of the Supreme Court of Jamaica in the **MARILYN HAMILTON V UNITED GENERAL INSURANCE COMPANY LIMITED** case in which, Justice Sinclair-Haynes laid out the fundamental common law principle relative to compensation for loss caused by a breach of contract, when she cited the following words of **PARKE B in Robinson v Herman (1848) 1 Ex 85,884;**

*"The rule of Common Law is, that where a party sustains a loss by reason of the breach of contract, he is, so far as money can do it, be*

*placed in the same situation, with respect to damages, as if the contract had been performed."*

24. This, it is submitted, is in effect the same position declared by our highest Court the Privy Council in the 2008 case of **ANGELA INNIS v THE ATTORNEY GENERAL OF SAINT CHRISTOPHER AND NEVIS [2008]UKPC 42**, where at paragraph 13 on page 5 they said:

**"The first is the appellant's claim under the contract.. so she is entitled to damages for its premature termination. The award is to be measured by the sum which she would have received if she had continued in her employment to the date when the contract was due to expire and all sums due to her under it had been paid."**

This is essentially the approach adapted by the Industrial Disputes Tribunal in the cases involving **The Rural Agricultural Development Authority (RADA) v Mrs. Kadiana Ramballi and Management of Montego Bay Marine Park Trust v Mr. Clayton Powell**.

25. Ms. Edwards, therefore, requests for the Tribunal to award her the following:
1. Three years salary covering period 1<sup>st</sup> March 2015 to end February 2018.
  2. Gratuity for each of the three years of the contract.
  3. Vacation leave pay for each of the three years of the contract.
  4. Uniform and laundry allowance consistent with the terms of the contract.
  5. Motor Vehicle Upkeep Allowance of Seven Hundred and Sixteen Thousand, Eight Hundred and Fifty Dollars (\$716,850.00) for the period March 2015 to February 2016 and One Million, Five Hundred and Ninety-Three thousand Dollars (\$1,593,000) for the period March 2016 to February 2018.

## FINDINGS AND CONCLUSION:

1. Before dealing with the substantive dispute before it, the Tribunal must comment on the preliminary point taken by Counsel for the NSWMA on the matter of jurisdiction. It is the contention that the Tribunal has no jurisdiction to adjudicate in this matter as there was no industrial dispute within the meaning of the Labour Relations and Industrial Disputes Act.
2. It is respectfully noted that The Terms of Reference by the Minister to the Tribunal, pursuant to this dispute, are clear and specific as follows:

*"To determine and settle the dispute between National Solid Waste Management Authority on the one hand and Ms. Jennifer Edwards on the other hand over the termination of her contract of employment."*

Any issue regarding the impropriety of the Minister's reference is not a matter for the Tribunal to decide. This involves the exercise of the Minister's power and authority and the Tribunal is not the appropriate or competent body to examine the proper exercise of the Minister's authority and power.

3. Ms. Edwards was employed as Executive Director under a fixed term contract commencing on 27<sup>th</sup> February 2012, for a period of three years (first contract). That contract expired on 26<sup>th</sup> February 2015, following which, Ms. Edwards continued performing her duties as Executive Director. She claimed that her continued employment was pursuant to a renewed contract commencing on 27<sup>th</sup> February 2015 and that the said contract was terminated by the NSWMA. Consequently, she is claiming that she was dismissed unjustifiably and is seeking redress pursuant to Section 12(5)(c) of the Labour Relations and Industrial Disputes Act.
4. This Tribunal after examining and assessing the evidence adduced by the parties to this dispute must determine whether, as claimed by Ms. Edwards, the continued performance of her normal functions, after her contract of employment ended on February 26, 2015 (first contract), was pursuant to a renewed contract under the same terms and conditions commencing on February 27, 2015. Taking into consideration the important and critical fact



that the employer, the NSWMA, did not indicate to Ms. Edwards, prior to the expiration or immediately after the expiration of the contract, its intention to extend, renew or sever the employment relationship, the Tribunal must now examine the conduct of the parties in order to determine the employment relationship, that is, as of February 27, 2015.

5. Counsel for the NSWMA has submitted that Ms. Edwards knew that her contract would have expired and that she intended to continue her duties but the Board Chairman did not know. It is his view that a responsible Executive Director would have approached the Chairman and informed him that her contract was about to expire and ascertained what was the NSWMA's intention regarding the continuation of service. But Ms. Edwards remained silent and therefore, cannot now rely on an undisclosed intention which the Chairman could not reasonably have ascertained.
6. The Tribunal did not have the benefit of hearing from the Board Chairman. Evidence relating to him was by way of an affidavit which he had previously filed in the Supreme Court where Ms. Edwards had previously brought this matter which was later withdrawn. Not hearing from the Board Chairman was unfortunate.

Ms. Edwards was employed to the NSWMA on whose behalf the Board Chairman acted. Exhibits 5 and 6, reproduced below, confirm that the NSWMA knew before February 26, 2015, that Ms. Edwards' contract would have expired. Evidence of this shows that on February 23, 2015, the Corporate Services Director wrote to the Human Resources Manager as follows:

**To:** Mrs. Chelsie Shellie-Vernon, Industrial Relations &  
Human Resource Manager  
**Re:** GRATUITY - MS. JENNIFER EDWARDS  
**Date:** February 23, 2015

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I write to instruct that the Executive Director be paid Gratuity and the other emoluments due to her as her Contract comes to an end on February 26, 2015.

Sincerely

.....

Beverly Shirley PhD.

Corporate Services Director

Cc: Mr. Michael Walters, Finance Director"

On February 24, 2015, the Human Resources Manager wrote to the Financial Director in regards to Ms. Edwards, as follows:

" To: Mr. Michael Walters, Director of Finance  
Re: GRATUITY & SALARY  
- JENNIFER EDWARDS  
Date: February 24, 2015

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Please see attached, memorandum dated February 23, 2015, from the Director of Corporate Services, giving instructions to prepare Gratuity and other emoluments for the Executive Director, Ms. Jennifer Edwards.

In this regard, the Human Resource Department is requesting that the following be done:

1. Salary payment for the period February 1 - 26, 2015;
2. Payment in lieu of Forty (40) days Vacation Leave earned and not taken for the contract period;
3. Gratuity Calculation for the period February 27, 2014 to February 26, 2015 (Terminal Gratuity on Forty (40) days Vacation Leave to be included);

Thank you.

.....  
Chelsie Shellie Vernon (Mrs.)  
IR & HR Manager”

This evidence demonstrates to the Tribunal that the NSWMA was at all material times aware of the fact that Ms. Edwards’ contract would have expired on February 26, 2015. The NSWMA had a duty to address this matter and did not. Therefore, the blame cannot now be placed at the feet of Ms. Edwards.

7. A detailed description of the functions and duties that Ms. Edwards continued to perform from the 27<sup>th</sup> February to March 26, 2015, is provided at paragraph 4 on page 13 herein, therefore, there is no need to repeat them. This, however, indicates to the Tribunal that the NSMWA accepted that Ms. Edwards was an employee and assigned her duties which she carried out accordingly.
8. It is submitted by Ms. Edwards that a renewed contract had come into being on February 27, 2015, pursuant to Term (4) of the expired contract which states the following:

**“TERMS OF ENGAGEMENT**

**(4) Renewal of this contract while not automatic will be subject to the requirement for the continuation of service.”**

This is interpreted to mean that the contract will be renewed providing there is the requirement for continuation of services. The conduct of the parties, in this regard, leads the Tribunal to the conclusion that there is merit to this submission. After the expiration of the contract, Ms. Edwards performed her normal duties with the acquiescence of her employer, the NSWMA. Even more, when the NSWMA offered her a one month contract twenty one (21) days after the 26<sup>th</sup> February 2015, she refused to accept it and without demur, the NSWMA allowed her to continue in the performance of her normal duties.

The evidence indicates that there was “the requirement for the continuation of service” and Ms. Edwards was providing that service through the performance of her normal duties.

9. In support of her claim that she had a renewed contract and that said contract was terminated by the NSWMA by letter dated March 18, 2015, Senator Lambert Brown, her representative, has cited a number of authorities which are useful in guiding the Tribunal in settling this dispute.

The Tribunal finds the following passage from **Chitty on Contracts Twenty-Eighth Edition Vol. 1**, as supportive of Ms. Edwards’ contention that her contract was renewed. The material passage states:

*“Expressed and implied Contracts. Contracts may be either express or implied. The difference is not one of legal effect but simply of the way in which the consent of the parties is manifested. Contracts are express when their terms are stated in words by the parties. They are often said to be implied when their terms are not so stated,... There may also be an implied contract when the parties make an express contract to last for a fixed term, and continue to act as though the contract still bound them after the term has expired. In such a case the court may infer that the parties have agreed to renew the express contract for another term. Express and implied contracts are both contracts in the true sense of the term, for they both arise from agreement of the parties, though in one case the agreement is manifested in words and in the other case by conduct.” (Emphasis supplied).*

10. The Tribunal also finds persuasive, the following passages quoted from the Australian case by the Western Australia Industrial Relations Commission in 2017, case of *Steve Burke Transport Pty Ltd. v. Toll Transport Pty Ltd.* at Paragraph 59:

**“Parties who have made an express contract to be in effect for one year (or any other stated time) frequently proceed with performance after expiration of the year without making any new express**

agreement, of extension or otherwise. From such continued action a court may infer that the parties have agreed in fact to renew the one-year contract for another similar period. Illustrations can be found in leaseholds, employment transactions and contracts for a continuing supply of a commodity..." (Emphasis supplied)

11. Another useful authority cited by Corbin, *Steed v. Busby* the Supreme Court of Arkansas, having stated that in determining whether a "tacit" but actual contract exists the prior course of dealing between the parties is to be considered, went on:

"When an agreement expires by its own terms, if without more the parties continue to perform as before, an implication arises that they have mutually assented to a new contract containing the same provisions as the old, and the existence of a new contract is determined by an 'objective' test, i.e., whether a reasonable man would think, from the actions, that they intended to make a new binding agreement. ...In such a case, when the parties continue to do business together, their conduct may permit, or even constrain, a finding that they impliedly agree that their rights and obligations should continue to be measured as provided in the old contract."  
*New York Telephone Co. v. Jamestown Telephone Corp.*

12. In response to Ms. Edwards' contentions and claim, the NSWMA has asked the Tribunal to dismiss the claim on the basis that her contentions are erroneous and unsustainable. In particular, the NSWMA submits that there was a binding one month contract between Ms. Edwards and the NSWMA commencing on February 27, 2015 until March 26, 2015. It is further submitted that Ms. Edwards' tenure at the NSWMA for the period February 27 to March 26, 2015, was in performance of that one month contract.
13. The Tribunal must, therefore, determine if there was a one month contract between Ms. Edwards and the NSWMA by analysing the relevant evidence in this regard.

- (a) On March 18, 2015, a full twenty-one (21) days after the expiration of the first contract and without any discussion or consultation with Ms. Edwards, the Board Chairman wrote to her with an offer of a one month contract to expire on March 26, 2015.
- (b) Subsequent to a meeting of the Board of Directors, Ms. Edwards received communication dated March 18, 2015, by way of a letter, from the Board Chairman, offering her a contract of employment from February 27, 2015, with termination date effective March 26, 2015. This offer was never accepted by Ms. Edwards as according to her testimony, she was satisfied that her contract was renewed and there was no need to engage in a varying of that renewed contract.
- (c) The one month contract offered to Ms. Edwards on March 18, 2015, which was tendered in evidence as Exhibit 12<sup>B</sup>, was not signed by the Board Chairman nor by Ms. Edwards.

14. Counsel for the NSWMA has submitted **“that except where it is prescribed by statute it is not necessary for a written contract to be signed. The conduct of the parties may be sufficient to establish a binding contract between them.”**

The Tribunal notes, however, that in respect of the one month contract offered to Ms. Edwards on March 18, 2015, she had not accepted and also, that an examination of the previous Contract (Exhibit 2) and an Amendment thereto, showed that they were signed by both the Board Chairman and Ms. Edwards, as well as a witness.

15. According to the testimony of the NSWMA’s sole witness, the Human Resources Manager, it would appear to the Tribunal that an unsigned contract is unknown to the administration of the NSWMA. In this case, the Human Resources Manager explains why Ms. Edwards could not be paid for the period February 27 to March 26, 2015, i.e, the period for which it is claimed that she had a valid one month contract. The following, taken from Human Resources Manager’s examination in chief, illustrates:

*“Mr. Robinson: I crave your indulgence, Mr. Chairman.*

*Q: Mrs. Russell, you said that there were two contracts, the amendment, the addendum for the one month period, 27<sup>th</sup> February, 2015 to march 26, 2015?*

*Mr. Robinson: Yes.*

*Q: On page 35, you said that if the documents are not signed they would not have been sent to the accounts department for payment?*

*A: Yes.*

*Q: Is there any other means by which payments would have been made without the documents being sent? Are you aware of any other?*

*A: No."*

The "page 35" being referred to above, spoke to the unsigned copy of the offer of a one month contract to Ms. Edwards. The Tribunal understands the Human Resources Manager to be saying that there was no signed contract, therefore, Ms. Edwards could not have been paid.

The Tribunal concludes, therefore, that this further confirms that there was no valid one month contract between the NSWMA and Ms. Edwards, covering period February 27 to March 26, 2015.

16. In relation to contract period, no evidence was led to show that the administration of the NSWMA engaged staff on a one month contract basis. The evidence provided in relation to contract duration, showed otherwise. The Tribunal must, therefore, ask itself this question. In the absence of new contractual terms, mutually agreed between the NSWMA and Ms. Edwards after February 26, 2015, what then was Ms. Edwards' employment status as of February 27 until March 26, 2015, when she ceased to perform her duties on the instruction of the Board Chairman in his letter of March 18, 2015, to her?

17. The Tribunal finds that the employment relationship that continued between Ms. Edwards and the NSWMA after the expiration of the contract on February 26, 2015, is explained as follows:

1. Consistent with Clause 4 of the "Terms of Engagement" of the original contract of Employment which provides for a renewal "subject to the requirement for service", the contract was renewed as under said terms and conditions of the expired contract. It is plainly clear from the evidence that there was a requirement for Ms. Edwards' service and the conduct of the parties, where she continued to perform as before, gives the implication that nothing had changed, it was business as usual.
2. Since the contract had been renewed, the manner of the dismissal is in contravention of the Labour Relations Code under Section 22 as Ms. Edwards was not subject to due process before her contract was terminated by a letter dated March 18, 2015, from the Board Chairman. That in and of itself, is grounds for a finding of unjustifiable termination.
3. The facts of this dispute are, as said in the legal jargon, "on all fours", with the common law principles cited, through the authorities and opinions of legal scholars, in support of Ms. Edwards' contention that by conduct, the implication is clear that her contract of employment was renewed under the same terms. These common law principles, therefore, apply with force, in favour of Ms. Edwards' contention of the unjustifiable termination of her contract appointment.

18. Finally, the Tribunal must comment on the manner in which the severing of this Public Servant's service was handled by the Board. Ms. Edwards served this body for three (3) years and as the evidence indicates, her tenure was unblemished and she received various commendations. To have heard through the media that her contract of employment was being terminated, in the Tribunal's view, is poor human and industrial relations practice, not to be condoned, the more, from a state body. The Labour Relations Code, passed in the Parliament in 1976, provides guidelines which, in the opinion



of the government, are helpful for the purpose of promoting good labour relations practices.

It is noteworthy that, as the evidence suggests, not one member of the NSWMA Board or Management found it necessary to discuss with Ms. Edwards, the matter of her employment status on a face-to-face basis. While Board Members are not Human Resource experts, it is important that they utilize the expertise of the personnel in the Human Resources Department who are trained in the application of the Labour Relations Code. In this dispute, the importance of communication as enunciated in the Labour Relations Code are as follows:

**“19. Communication and Consultation**

*Communication and consultation are necessary ingredients in a good industrial relations policy as these promote a climate of mutual understanding and trust which alternately result in increased efficiency and greater job satisfaction. Management and workers or their representatives should therefore co-operate in promoting communication and consultation within the organization.”*

19. It was the request of Ms. Edwards that since it may be impractical to reinstate her in the job of Executive Director, the Tribunal should consider awarding her compensation, should it find that her contract of employment was unjustifiably terminated. In that connection, she submitted that in consideration of compensation, the Tribunal ought to be guided by the decision of the Supreme Court in the **MARILYN HAMILTON v UNITED GENERAL INSURANCE COMPANY LIMITED** case.

In that case, Justice Sinclair-Haynes pronounced the fundamental common law principle relative to compensation for loss caused by a breach of contract. The learned Justice cited the following dicta **PARKE B in Robinson v Herman (1848) 1 Ex 85,884:**

**“The rule of Common Law is, that where a party sustains a loss by reason of the breach of contract, he is, so far as money can do**

it, to be placed in the same situation, with respect to damages, as if the contract had been performed.”

In the case of **ANGELA INNIS v THE ATTORNEY GENERAL OF SAINT CHRISTOPHER AND NEVIS** [2008]UKPC 42, the PRIVY COUNCIL stipulated at paragraph 13:

“...The first is the appellant’s claim under the contract. ... So she is entitled to damages for its premature termination. That award is to be measured by the sum which she would have received if she had continued in her employment to the date when the contract was due to expire and all sums due to her under it had been paid.”

However, having come to the conclusion that Ms. Edward’s contract was unjustifiably terminated, the Tribunal will make an award consistent with Section 12(5)(c)(ii) of the Labour Relations and Industrial Disputes Act which provides that:

“(c) if the disputes relates to the dismissal of a worker the Tribunal, in making its decision or award--

*(ii) shall, if it finds that the dismissal was unjustifiable and that the worker does not wish to be reinstated, order the employer to pay the worker such compensation or to grant him such other relief as the Tribunal may determine;”*

**AWARD:**

The Tribunal finds that the termination of Ms. Jennifer Edwards' contract of employment was unjustified and accordingly, order that Ms. Edwards be paid compensation in accordance with Section 12(5)(c)(ii) as follows:

1. Three years' basic salary covering period from February 27, 2015 to February 26, 2018.
2. Pay in lieu of vacation leave she would have earned for the period February 27, 2015 to February 26, 2018.

DATED THIS 9<sup>th</sup> DAY OF MAY 2018.



.....  
Mr. Charles Jones, CD, JP  
Member



.....  
Mr. Errol Beckford  
Member



.....  
Mr. D. Trevor McNish  
Member

**Witness:**



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

