BARBADOS THE EMPLOYMENT RIGHTS TRIBUNAL

Case: 32/2017
33/2017
34/2017

MICHELLE SONIA COX-JORDAN **FIRST CLAIMANT**

CIRLEEN BASCOMBE **SECOND CLAIMANT**

MARIA LIANDRA YEARWOOD **THIRD CLAIMANT**

-AND-

WORLD GIFT IMPORTS (BARBADOS) LIMITED

Trading as LITTLE SWITZERLAND **RESPONDENT**

DATE: July 21, 2020

BEFORE:

Christopher Blackman Esq, GCM; Q.C.	Chairman
John Williams, Esq.	Member
Frederick Forde, Esq.	Member

APPEARANCES: Mr. F. Albert Pollard, Attorney-at- Law for the Claimants
Ms. Alexandra Daniel and Ms. Sukeena Maynard, Attorneys-at- Law for the Respondent

DECISION

1. The principal rationale of the Employment Rights Act (the Act) is found in Section 27 which provides that an employee has the right not to be unfairly dismissed by his employer. However, the reality of life necessitated that there be a balance, and so provision was made in the Act for dismissal by reason of redundancy, conduct, capability and the like. In the context of this matter, where reliance on redundancy is at the root of the dispute, Section 29 (1) requires the employer to show that a dismissal by reason of redundancy was fair. Section 31(1) (a) provides that the dismissal of an employee does not contravene the right conferred by section 27, if the reason for the dismissal is that of redundancy.

2. Section 31 (2) provides that an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is attributable wholly or mainly to the fact that (a)…..
(b) the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind where the employee was so employed, have ceased or diminished or are expected to cease or diminish.

3. The tensions of Sections 27 and 31 are consequently at the forefront of the issue in this matter.

BACKGROUND

THE CLAIMANTS' CASE

4. The First Claimant joined the Respondent Business on the 19th February, 1996 and worked continuously until she was terminated on the 24th March, 2017 without notice, for reasons of redundancy. At the time of her termination, she held the position of Assistant Manager and consequently was not a member of a union.

5. The Second Claimant joined the Respondent Business on the 3rd April, 2006 and worked continuously as a Sales Consultant until she was terminated on the 24th March 2017 without notice, for reason of redundancy. She was a member of the Barbados Workers Union (the BWU).

6. The Third Claimant joined the Respondent Business on the 19th February, 1996 and worked continuously as a Sales Consultant until she was terminated on the 24th March 2017 without notice, for reason of redundancy. She was also a member of the BWU.

7. All 3 Claimants received termination letters dated 24th March, 2017 from the Respondent and were offered 6 weeks wages in lieu of consultation, which offers were accepted by the Second and Third Claimants. The reasons relied upon by the Respondent was stated to be the prevailing economic climate and diminished requirements for work within the company.

8. The Claimants contend that they were not told what criteria was applied to their selection for immediate termination without notice or whether any criteria was applied at all. Moreover, they claimed that there had not been any consultation with the Claimants nor where applicable, their workers representative.

9. Consequently, the claimants are claiming that they were unfairly dismissed since the Respondent breached its statutory duty to carry out consultation with all affected employees no later than 6 weeks before dismissal as specified in the Act.

THE RESPONDENT'S CASE

10. Mr. Ryan Callender on behalf of the Respondent, in his Witness Statement said that prior to 2016, the Respondent had 2 locations in Barbados, one on the West Coast and the other in Bridgetown. In early November 2016, the West Coast store was closed for economic reasons and its staff was absorbed into the Bridgetown store. The total complement after the merger of the branches was 27 persons.

11. Mr. Callender further stated that as it became apparent that the staff complement of 27 was too great for the business being generated, a decision was taken to restructure the Respondent's business.

12. On 6th March 2017, Mr. Callender on behalf of the Respondent accompanied by the Respondent's legal adviser held a meeting with the Chief Labour Officer to discuss the proposed restructuring. Mr. Callender stated that three categories of employee had been identified for termination and that the criteria for selection was an evaluation of skill, experience and the performance of the selected employees against the future needs of the Respondent.

13. Mr. Callender further stated in his Witness Statement that the Chief Labour Officer was advised that there were special circumstances which made it impractical to comply with the

requirements of Section 31 (6) (a) of **the Act** which required that consultations shall commence not later than 6 weeks before any of the affected employees were dismissed, and which was further to the requirement of section 31(4) that consultation was required when the workforce of the business was likely to be reduced by 10 per cent or any other significant number. These reasons or special circumstances were given as *"security, competition, confidentiality and risk associated with the same".*

14. Mr. Callender further stated at paragraph 16 of his Witness Statement that it was agreed among all parties at the March 6, 2017 meeting that an effort should be made to mitigate the adverse effects caused by the Respondent's inability to comply with Section 31 (6) (a) of **the Act,** by making a payment equivalent to 6 weeks wages of the Claimant's salary in lieu of consultation.

15. By letter dated March 22, 2017 Mr. Callender, on behalf of the Respondent wrote to Mr. Vincent Burnett, Chief Labour Officer stating in part: "*Reference is made to our meeting on March 6, 2017…..This letter serves to formally advise the Labour Department that a total of six (6) persons will be terminated by reason of redundancy on March 24, 2017… we are unable to adhere to the six (6) weeks consultation period as prescribed by the Employment Rights Act….to mitigate and insulate the adverse effects of the terminations, each affected employee will receive pay in lieu of the consultation period equivalent to six (6) weeks (one and a half months) in addition to their statutory entitlements and the prescribed pay in lieu of notice."*

16. By letter dated March 22, 2017 Mr. Callender on behalf of the Respondent wrote to the General Secretary of the BWU, the representative for the Second and Third Claimants, to advise that a total of six (6) persons will be terminated by reason of redundancy on March 24, 2017. A meeting was arranged and held on 24 March 2017 with the BWU representatives at which the method and selection criteria, the number of employees and positions expected to be affected, and date of the proposed action was communicated by the representatives of the Respondent.

17. At paragraph 22 of the Witness Statement, Mr. Callender observed that "*No objections were raised by the BWU at this point, however, they did reserve the right to raise questions at a later date."*

18. Sometime later in the day of 24 March 2017, the 3 Claimants received termination letters dated 24 March, 2017 from the Respondent in which inter alia, they were offered 6 weeks wages in lieu of consultation in addition to their statutory entitlements and the appropriate pay in lieu of notice.

19. These offers were accepted by the Second and Third Claimants.

20. On 21 April, 2017 each of the Claimants made a complaint of unfair dismissal to the Chief Labour Officer. On 25 July, 2017, the Chief Labour Officer, having been unable to resolve the complaints through conciliation, referred the several complaints to the Tribunal for determination and settlement.

21. The issues that now arise for determination by the Tribunal are:
    (a) Did the Respondent comply with the redundancy consultation provisions of section 31 (6) (a) (b) of the **Act** and were their special circumstances which rendered it not reasonably practicable for the Respondent to comply with the 6 weeks requirement of the foregoing provisions of the **Act***;* and
    (b) Whether in all the circumstances, the terminations were fair.

THE LAW

22. Section 31(1) (a) of the Act provides that the dismissal of an employee does not contravene the right conferred by section 27 not to be unfairly dismissed, if the reason for the dismissal is that of redundancy. Section 29 (1) moreover, provides that it is for the employer to show that dismissal by reason of redundancy is fair. Section 31(4) (5) and (6) of the Act details the steps employers must take to meet the criteria for the dismissal to be fair.

23. The provisions of Section 31(4) (5) and (6) are:
    (***4) Where it is contemplated that the workforce of the business of an employer will be reduced by 10 per cent or any other significant number, before the dismissing an employee, the employer shall:***

(a) carry out the consultations required by subsection (6) (b); and

(b) supply the employee or the trade union recognized for the purpose of bargaining on behalf of the employee (if there is one) and the Chief Labour Officer with a written statement of the reasons for and other particulars of, the dismissal.

(5) The statement referred to in subsection (4) (b) shall contain particulars of

(a) the facts referred to in subsection (2) relevant to the dismissal; and

(b) the number and categories of affected employees and the period during which their dismissals are likely to be carried out, where any employee, in addition to the employee in question, are affected by those facts.

(6) The consultation referred to in subsection (4) (a) are consultations with the affected employees or their representative, being consultation conducted in accordance with the following requirements;

(a) The consultation shall commence not later than 6 weeks before any of the affected employees is dismissed and shall be completed within a reasonable time;

(b) The consultation shall be in respect of

(i) the proposed method of selecting the employees who are to be dismissed;

(ii) the proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take place; and

(c) where, in any case, there are special circumstances which render it not reasonably practicable for the employer to comply with any of the requirements of paragraphs (a) and (b), the employer shall immediately consult with the Chief Labour Officer and take all such steps towards compliance with the requirement as are reasonably practicable in all the circumstances.

24. The significance of consultation in determining whether a dismissal was fair required at a minimum, a fair selection, consultation either with the affected employee or her representative and consideration of alternative employment. Counsel for the three Claimants, Mr. Albert Pollard in his written submissions has drawn to the attention of the Tribunal, the

very helpful authority of ***Williams et al v. Compare Maxam Ltd. [1982] ICR 156*** where **Browne-Wilkinson J.** (as he then was) noted at page 162, **letters B to F,** that while it is impossible to lay down detailed procedures which ***all*** reasonable employers would follow in ***all*** circumstances:

> *" there is a generally accepted view in industrial relations that, in cases where the employees are represented by an independent union recognized by the employer, reasonable employers will seek to act in accordance with the following principles:*

1. "The employer will seek to give as much warning as possible of impending redundancies so as to enable the union and employees who may be affected to take early steps to inform themselves of the relevant facts, consider possible alternative solutions and, if necessary, find alternative employment in the undertaking or elsewhere.

2. The employer will consult the union as to the best means by which the desired management results can be achieved fairly and with as little hardship to the employee as possible. In particular, the employer will seek to agree with the union the criteria to be applied in selecting the employees to be made redundant. When a selection has been made, the employer will consider with the union whether the selection has been made in accordance with those criteria.

3. Whether or not an agreement as to the criteria to be adopted has been agreed with the union, the employer will seek to establish criteria for selection which so far as possible do not depend solely upon the opinion of the person making the selection but can be objectively checked against such things as attendance records, efficiency at the job, experience, or length of service.

4. The employer will seek to ensure that the selection is made fairly in accordance with these criteria and will consider any representation the union may make as to such selection.

5. The employer will seek to see whether instead of dismissing an employee he could offer him alternative employment."

25. In ***Freud v. Bentalls Ltd*** [1982] IRLR 443 at page 446, paragraph 14, **Browne-Wilkinson J** expanded the test he had set out in ***Williams et al (supra)***

"14. *Turning now to considerations of industrial relations practice, consultation (as opposed to unilateral action by the employer) is one of the foundation stones of modern industrial relations practice. The statutory Code of Practice emphasises its importance in every rare aspect of industrial relations. In the particular sphere of redundancy, good industrial relations practice in the ordinary case requires consultation with the redundant employee so that the employer might find out whether the needs of the business can be met in some way other than by dismissal and, if not, what other steps the employer can take to ameliorate the blow to the employee. In some cases (though not this one) the employee may be able to suggest some reorganization which will obviate the need for dismissal; in virtually all cases the employer if he consults will find out what steps he can take to find the employee alternative employment either within the company or outside it. For example, in present day conditions when so many people are unemployed, many employees facing redundancy by reason of the disappearance of their existing jobs are prepared to take other jobs of lower status and commanding less pay. Only by consulting the employee can the employer discover whether such an option is open in any given case. Therefore, good industrial relations practice requires that, unless there are special circumstances which render such consultation impossible or unnecessary, a fair employer will consult with the employee before dismissing him.*

15. *We must emphasise that we are not saying that good industrial relations practice invariably requires such consultation. There may well be circumstances (for example a catastrophic cash-flow problem making it essential to take immediate steps to reduce the wages bill) which render consultation impracticable. We are only saying that we would expect a reasonable employer, if he has not consulted the employee prior to dismissal for redundancy in any given case, to be able to show some special reason why he had not done so.'*

26. Mr. Pollard also referred us to the pithy and succinct tests for fair consultation enunciated by Judge Levy Q.C sitting as Appeal Tribunal Chairman in ***Rowell v. Hubbard Group Services Ltd. [1995] IRLR 195*** at para 15. There, the Learned judge cited with approval and adopted the tests for fair consultation proposed by **Hodgson J** in ***R v. Gwent County Council ex parte Bryant [1988]*** Crown Office Digest p.19, when he said:

"Fair consultation means:

a) Consultation when the proposals are still at a formative stage;

b) Adequate information on which to respond;

c) Adequate time in which to respond;

d) Conscientious consideration by an authority of the response to consultation.

"Another way of putting the point more shortly is that fair consultation involves giving the body consulted a fair and proper opportunity to understand fully the matter about which it is being consulted, and to express its view on the subject, with the consultor, thereafter considering those views properly and genuinely."

THE CONTENTIONS

27. Mr. Pollard for the Claimants submitted that notwithstanding the admission by the Respondent that they were economic warning signs from November 2016 which caused the closure of the West Coast branch, the Respondent yet failed to make the appropriate commercial or business decisions between the period of November 2016 and March 2017 as to discharge the statutory duty to consult in a timely manner. Counsel further submitted that in the case of Mrs. Cox-Jordan (a non- union person) there had been no consultation whatsoever, as required by the Act, and with respect to the BWU members, the consultation had occurred on the same day of termination. In those circumstances, Mr. Pollard characterized the consultations a sham.

28. Miss Alexandra Daniel Counsel for the Respondent submitted that there were special circumstances which made it impractical to comply with the consultation requirements of section 31 (6) (a) and (b), which consequentially, triggered section 31 (6) (c). These special circumstances as stated by Mr. Ryan Callender in his Witness Statement, was "***the nature of the Respondent's business as it relates to security, competition and confidentiality and the inherent risks associated with the same."***

29. Miss Daniel further submitted that (i) the Respondent having consulted the Chief Labour Officer and acting in furtherance of the guidance received, and (ii) the meeting with the BWU, the Respondent had sufficiently discharged its consultation obligations under section

31 of the Act and as a result, the dismissal of the Claimants fell within the band of potentially fair reasons for dismissal. As a result the Claimants were fairly dismissed.

30. Mr. Pollard however noted that in neither of the letters to the Chief Labour Officer and the BWU dated 22nd March 2017 (2 days before termination) was any mention made of any special circumstances which necessitated the short notice. Mr. Pollard observed that the reference to **special circumstances** by the Respondent, only arose in Mr. Callender's Witness Statement, noted at paragraph 13 above.

31. The term **special circumstances** in the context of employment legislation was introduced into the law of the United Kingdom by the Employment Protection Act, 1975, section 99 (8) which stated that:

"If in any case there are special circumstances which render it not reasonably practicable for the employer to comply with any of the requirements of subsections (3),(5), or (7) above, the employer shall take all such steps towards compliance with that requirement as are reasonably practicable in those circumstances". The requirements of the subsections referred to, all relate to consultation and the terms of above section are analogous to section 31 (6) (c) of the Act.

32. On the above issue of special circumstance, Mr. Pollard in his written submissions has drawn to the attention of the Tribunal, a number of helpful authorities, among them being ***Middlesbrough Borough Council v. TGWU and another*** [2002] IRLR 332 and ***E Ivor Hughes Educational Foundation v. Morris and another*** UKEAT/0023/15. The Tribunal has however been attracted by the observations by **Geoffrey Lane LJ** in the UK Court of Appeal decision in ***The Bakers' Union v. Clarks of Hove Ltd*** [1978] IRLR 366 at page 369 to be of relevance in determining what is meant by special circumstances.

33. At paragraph 16 The Learned Lord Justice said;

"What, then is meant by 'special circumstances'? Here we come to the crux of the case. ……in these circumstances, the Employment Protection Act, it seems to me that the way in which the phrase was interpreted by the Industrial Tribunal is correct. What they said, in effect, was this, that insolvency is, on its own, neither here or there. It may be a special circumstance, it may not be a special circumstance. It will depend entirely on the

cause of the insolvency whether the circumstances can be described as special or not. If, for example, sudden disaster strikes a company, making it necessary to close the concern, then plainly that would be a matter which is capable of being a special circumstance; and that is so whether the disaster is physical or financial. If the insolvency, however, was merely due to a gradual run-down of the company, as it was in this case, then those are facts on which the Industrial Tribunal can come to the conclusion that the circumstances were not special. In other words, to be special the event must be something out of the ordinary, something uncommon, and that is the meaning of the word 'special' in the context of the [Employment Protection] Act."

34. The Tribunal did not receive any submissions from the Respondent on the issue of consultation.

DISCUSSION AND DISPOSITION

35. Mr. Pollard's contention that the Respondent failed to make the appropriate commercial or business decisions between the period of November 2016 and March 2017 as to discharge the statutory duty to consult in a timely manner notwithstanding the admission by the Respondent that they were economic warning signs from November 2016 which caused the closure of the West Coast branch, is supported by the legal authorities. In ***E Ivor Hughes Educational Foundation v. Morris and another*** at paragraph 28, it is observed that "*it would have been possible to tell the staff, they had 30 days to produce proposals to save their jobs at the school*, **that this was a confidential matter** (emphasis added) *and breach would be gross misconduct and if so the employees would have taken that seriously."*

36. In the context of this matter, the Tribunal considers that the date of March 6, 2017 chosen by the Respondent to initiate consultations with the Chief Labour Officer for the purposes of section 31, with a predetermined exit date of March 24, 2017 was merely an exercise in checking off a **To Do List** rather than the meaningful consultations process considered in **Hodgson J** in ***R v. Gwent County Council ex parte Bryant [1988]*** referred to in paragraph 26 above. We are further fortified in this opinion when the time lines of consultation with the BWU are considered, namely the letter on March 22 to the BWU, followed by a meeting in the morning of March 24. The 3 Claimants were all terminated later in the day on March 24.

37. The Tribunal is concerned that during the consultation with the Chief Labour Officer and in the letter dated March 22, 2017 the Respondent advanced a proposal that *we are unable to adhere to the six (6) weeks consultation period as prescribed by the Employment Rights Act….to mitigate and insulate the adverse effects of the terminations, each affected employee will receive pay in lieu of the consultation period equivalent to six (6) weeks (one and a half months)* to which the Chief Labour Officer gave either his explicit or tacit approval. As earlier noted, Counsel for the Respondent submitted that they had consulted the Chief Labour Officer and acting in furtherance of the guidance received, proceeded to make the Claimants redundant.

38. The Tribunal is strongly of the view that the Chief Labour Officer had and has no authority to agree to any proposals *to mitigate and insulate the adverse effects of the terminations.* The Tribunal notes that as Section 43 of the Act imposes an obligation upon the Chief Labour Officer to *use his best endeavours to achieve, by means of conciliation, a settlement of the matters raised by the complaint,* a conflict would of necessity arise if approval, tacit or explicit, is given to any employer's suggestions for resolution.

39. In the Tribunals' view, such proposals are for discussion with the affected employees and their union representatives. The appropriate response to such proposals should be "***I note what you have said; however, I am unable to give you any advice on your proposal. That is a matter for you to discuss with the employee and the Union."***

40. We now consider the special circumstances case advanced by the Respondent. Mr. Callender stated in his Witness Statement that the Chief Labour Officer was advised that there were special circumstances which made it impractical to comply with the requirements of Section 31 (6) (a) of **the Act.** These special circumstances were given as *"security, competition, confidentiality and risk associated with the same".*

41. The Tribunal has not received any submissions from the Respondent on the significance of the phrase 'special circumstances'. As a consequence we are left only with the authorities provided by the Claimants detailed in paragraphs 32 and 33 above, and which make clear that in relation to the question of special circumstances, these are circumstances that are out of the ordinary, something uncommon. A catastrophic physical or financial event,

sudden human tragedy or grave illness are matters that may be out of the ordinary, amounting to special circumstances.

42. The special circumstances relied upon by the Respondent in support of its case are anodyne in character and do not meet the criteria of the decided cases as to the characteristics of special circumstances.

43. The myriad authorities reviewed in paragraphs 28 to 34 of ***Middlesbrough Borough Council v. TGWU and others (supra)*** are all supportive of the proposition that there must be meaningful consultations before notices of dismissal are issued. In the context of this matter, and having regard to the time lines of the consultation with the Chief Labour Officer, and even more so that with the BWU, on the same day of the dismissal, we are constrained to adopt the language used by **Peter Gibson J** in T&GWU v. Ledbury Preserves (1928) Ltd [1985] IRLR 412, ***"The consultation must not be a sham",*** and accordingly for the reasons hereinbefore stated, the Tribunal concludes that the Respondent did not satisfy the requirements of Section 31 of the Act, and as a consequence, the Claimants were unfairly dismissed.

THE AWARDS

44. The basis for the awards to the Claimants are to be found in Sections 22 and 37 of the Act. Section 22 deals with the minimum period of Notice to be computed having regard to the length of service and the manner of payment of the wage or salary. Section 37 provides that the Tribunal shall make an award of compensation for unfair dismissal to be paid by the employer to the employee, and to be computed in accordance with the provisions of The Fifth Schedule.

45. It should be however be noted, that Counsel for the Respondent in the submissions filed before the hearing, addressed the issue of the awards to be considered in the event that the Tribunal held that the dismissals to be unfair. Three points were advanced. First, that any amount paid in respect of severance, must be deducted from the basic award. This point has been conceded by Counsel for the Claimants. The second was that the Claimants were entitled to recovery of the health insurance coverage, the value of which was $758.80, a concession readily accepted. The third point was that the Claimants had no further

entitlement to any benefits such as bonus and the like. In this regard, Counsel for the Respondent relied on the dicta expressed in ***Chefette Restaurants Limited v. Orlando Harris*** [2020] CCJ 6 (AJ) at paragraphs 125 and 126, where the meaning of benefits in paragraph 1 (b) of the Fifth Schedule was considered.

46. However, at the close of the hearing on July 21, 2020 each Claimant went through the details of their pay statements with Mr. Callender to identify what and which benefits should be considered, and both Counsel were invited to file Supplementary Submissions on the matter by a specified date, Mr. Pollard did so. Counsel for the Respondent did not. In the result, the award with respect to the benefits contemplated by paragraph 1 (b) of the Fifth Schedule in respect of each Claimant is as a consequence of those submissions.

Michelle Cox-Jordan,

47. Mrs. Cox-Jordan's was paid the sum of $2,271.46 fortnightly and had been employed for 21 years. Section 22 (2) (c) states that ten weeks' notice is required where the terminated employee has been in continuous employment for 15 years or more. The amount now due in respect of the notice provision is $1,135.73x 10 =$**11, 357.30.**

48. In relation to the basic award of three and a half weeks' wages for each year where the period of continuous employment is 20 years or more but less than 33 years, as provided for in paragraph 2 (2) (d) of the Fifth Schedule, the calculation is $1,135.73x3.5x21 =$83,476.15.

49. At paragraph 134 of ***Chefette,*** the Court held that it was open to the Tribunal to award such an amount as it thought fit in respect of benefits other than future wages, and that it would be for unfairly dismissed employees to identify the benefits they claim.

50. In the circumstances of this matter and the computation submitted, the Tribunal awards pursuant to paragraph 1(b) of the Fifth Schedule, the sum of $5,227.56 which is inclusive of the health benefit.

51. Payments totalling $74,127.28 having been made by the Respondent, the balance due by the Respondent to the Claimant, **Michelle Cox-Jordan,** is $25,933.21, being the sum of the amounts detailed in paragraphs 48, 49 and 50, less that of $74,127.28.

Cirleen Bascombe.

52. Ms. Bascombe was paid the sum of $908.58 fortnightly and had been employed for 21 years. Section 22 (2) (c) states that ten weeks' notice is required where the terminated employee has been in continuous employment for 15 years or more. The amount now due in respect of the notice provision is $454.34x10=$4,534.00.

53. In relation to the basic award of three and a half weeks' wages for each year where the period of continuous employment is 20 years or more but less than 33 years, as provided for in paragraph 2 (2) (d) of the Fifth Schedule, the calculation is $557.01x3.5x10=$40, 940.23.

54. The statement in paragraph 49 above as to the rationale for the consideration of benefits, is adopted seriatim in respect of this Claimant. In the circumstances of this matter and the computation submitted, the Tribunal awards to Ms. Bascombe, pursuant to paragraph 1(b) of the Fifth Schedule the sum of $9,901.13 which is inclusive of the health benefit

55. Payments of $37,013.89 having been made by the Respondent, the balance due by the Respondent to the Claimant **Cirleen Bascombe** is $18,361.47 being the sum of the amounts detailed in paragraphs 52, 53 and 54, less the payment of $37,013.89.

Maria Liandra Yearwood.

56. Ms. Yearwood was paid the sum of $705.96 weekly and had been employed for 10 years. Section 22 (1) (d) states that six weeks' notice is required where the terminated employee has been in continuous employment for 10 years or more but less than 15 years. The amount now due in respect of the notice provision is $705.96x6=$4, 235.76.

57. In relation to the basic award of three weeks' wages for each year where the period of continuous employment is 10 years or more but less than 20 years, as provided for in paragraph 2 (2) (c) of the Fifth Schedule, the calculation is $705.96x3x10=$21,178.80.

58. The statement in paragraph 54 above is adopted seriatim in respect of this Claimant. In the circumstances of this matter and the computation submitted, the Tribunal awards to Ms. Yearwood pursuant to paragraph 1(b) of the Fifth Schedule, the sum of $11,944.51 which is inclusive of the health benefit.

59. Payments of $19,309.80 having been made by the Respondent, the balance due by the Respondent to the Claimant **Maria Liandra Yearwood** is $18,049.27 being the sum of the amounts detailed in paragraphs 56, 57 and 58, less that of $19,309.80.

FINAL ORDERS

60. The Tribunal Orders the Respondent **WORLD GIFT IMPORTS (BARBADOS) LIMITED Trading as LITTLE SWITZERLAND** to pay to the Claimant **Michelle Cox-Jordan** the sum of $25,933.21 within 30 days of this decision.

61. The Tribunal Orders the Respondent **WORLD GIFT IMPORTS (BARBADOS) LIMITED Trading as LITTLE SWITZERLAND** to pay to the Claimant **Cirleen Bascombe** the sum of $18, 361.47 within 30 days of this decision.

62. The Tribunal Orders the Respondent **WORLD GIFT IMPORTS (BARBADOS) LIMITED Trading as LITTLE SWITZERLAND** to pay to the Claimant **Maria Liandra Yearwood** the sum of $18, 049.27 within 30 days of this decision.

63. Each party to bear their own Costs.

Dated this 27th day of August, 2020.

Christopher Blackman
Chairman

John Williams
Member

Frederick Forde
Member