

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 15/2021

SETTLEMENT OF DISPUTE

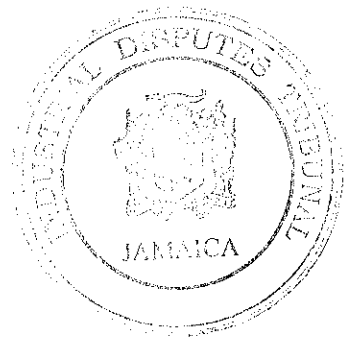
BETWEEN

AJAS LIMITED

AND

CEDRIC MESSADO

AWARD



I.D.T. DIVISION

MR. DONALD ROBERTS, CD, J.P.	-	CHAIRMAN
MRS. JACQUELINE IRONS, J.P.	-	MEMBER
MR. CLINTON LEWIS	-	MEMBER

MAY 12, 2022

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**AJAS LIMITED
(THE COMPANY)**

AND

**CEDRIC MESSADO
(AGGRIEVED WORKER)**



REFERENCE:

The Hon. Minister of Labour and Social Security, by letter dated October 28, 2021, Ref. No. B-142, has referred to the Industrial Disputes Tribunal ("IDT") for settlement the dispute between **AJAS Limited** and **Cedric Messado** in accordance with Section 11A (1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 ("the Act"), with the following Terms of Reference:

"To determine and settle the dispute between AJAS Limited on the one hand, and Cedric Messado on the other hand, over the termination of his employment."

DIVISION:

The division of the Tribunal selected in accordance with Section 8(2)(c) of the Act to deal with the matter comprised:

Mr. Donald Roberts, CD, JP - Chairman
Mrs. Jacqueline Irons, JP - Member, Section 8(2)(c)(ii)
Mr. Clinton Lewis - Member, Section 8(2)(c)(iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

Miss Angela Robertson - Attorney-at-law
Mr. Christopher Cowan - Attorney-at-law
Ms. Shauna-Gaye Stephens - Human Resource Officer

The **Aggrieved worker** was represented by:

Mrs. Natalie Messado-Reid - Attorney-at-Law

In attendance:

Mr. Cedric Messado - Aggrieved worker

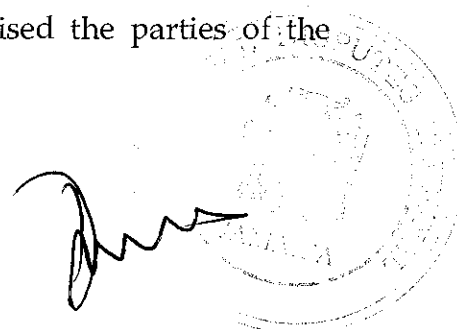


SUBMISSIONS AND SITTINGS:

1. The briefs were exchanged between the parties before the commencement of the second sitting. At the first sitting held on February 9, 2022, Mr. Christopher Cowan, Counsel for the company raised an objection to the Terms of Reference which he said should reflect the name of the company as '**AJAS Aviation Services Limited**', and not **AJAS Limited**. He pointed to the letter of termination addressed to Mr. Messado, dated February 11, 2015, on the letter-head of AJAS Aviation Services Limited.

A handwritten signature in black ink, appearing to be "D. Messado", is located at the bottom right of the page.

2. Counsel for the aggrieved worker disagreed, stating that AJAS Aviation Services Limited is not a limited liability company, and not the company to which Mr. Cedric Messado, the aggrieved worker, was employed.
3. Ms. Shauna-Gaye Stephens, the HR Officer, could not shed any light on the disputed claims. The Tribunal, therefore, agreed to return the Terms of Reference to the Ministry of Labour and Social Security, and requested that Mr. Cowan sought further instructions from his client and advised the Tribunal in writing as to how the company proposes to proceed with the matter.
4. By letter dated February 15, 2022, the company through their attorneys, BROCARD, wrote to the IDT advising of their instructions to *"confirm that the correct legal name for the Company in this dispute is AJAS Limited as currently stated in the TOR."*
5. At the second sitting held on March 29, 2022, the parties conveyed to the Tribunal their desire to hold further discussions at the local level with the expressed intent at arriving at a settlement. The request from the parties was for the vacating of the dates March 31 and April 4, 2022, to which the Tribunal acceded on the understanding that it would resume sitting on April 11, 2022, if the parties were unable to arrive at an agreement.
6. Miss Robertson, counsel for the company, in email correspondence to the Tribunal dated April 11, 2022, and copied to Mrs. Messado-Reid, counsel for the aggrieved worker, informed that *"the parties did meet and have arrived at a settlement which they would like to be treated as confidential."* The email further indicated that *"the relevant documents are being prepared for signature..."* and as a consequence requested that the hearing scheduled for the afternoon of April 11 be adjourned.
7. Mrs. Messado-Reid responded by email on the same date confirming that Ms. Robertson's email *"represents our joint discussions and we are in agreement with the request that has been made."* In light of the above, the Tribunal on April 11, 2022 advised the parties of the cancellation of its sitting.

A handwritten signature in black ink is written over a circular official stamp. The stamp contains the text "INDUSTRIAL DISPUTES TRIBUNAL" around the perimeter and "TRINIDAD AND TOBAGO" at the bottom. The center of the stamp features a coat of arms.

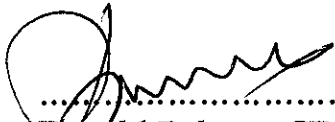
PARTIES' RESPONSE:

8. By letter dated May 9, 2022, addressed to the Tribunal, counsel for the company advised that a settlement has been arrived at and *"duly executed by both parties evidencing settlement agreed."* A letter, jointly signed and dated May 3, 2022 was attached, indicating that *"the parties have arrived at a settlement... the terms of which are confidential."*


AWARD:


9. The duly executed letter of May 3, 2022, herein attached, reflects the full participation of both parties in a settlement agreement, the terms of which have not been disclosed to the Tribunal. Accordingly, the Tribunal will discontinue proceedings and record the settlement in the form of an award.

DATED THIS 12 DAY OF MAY, 2022



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Donald Roberts, CD, JP
Chairman




.....
Jacqueline Irons, JP
Member


.....
Clinton Lewis
Member

Witness:


.....
Mr. Marlo Ling
Acting Secretary to the Division

BROCARD

ATTORNEYS-AT-LAW

M. ANGELA ROBERTSON

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May 3, 2022

Industrial Disputes Tribunal
4 Ellesmere Road
Kingston 10

Attention: Mr. Mario Ling

Dear Sirs:

RE: DISPUTE BETWEEN AJAS LIMITED AND CEDRIC MESSADO OVER THE TERMINATION OF HIS CONTRACT OF EMPLOYMENT

The parties have arrived at a settlement in the abovementioned matter, the terms of which are confidential.

In light of the settlement, the dispute would be at an end and, consequently, there would be no necessity for the Tribunal to schedule any further meetings in this matter. Accordingly, the parties request that the IDT make no award.

To confirm the fact that the parties have arrived at a settlement and are making the request contained herein, we have both duly executed this letter.

Yours faithfully

M. ANGELA ROBERTSON
For and on behalf of AJAS Limited

Natalie Messado-Reid
NATALIE MESSADO (MRS)
For and on behalf of CEDRIC MESSADO

Natalie Messado-Reid
ATTORNEY-AT-LAW
Att. No. 3420

