

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 35/2015

SETTLEMENT OF DISPUTE

BETWEEN

CARIBBEAN CEMENT COMPANY LIMITED

AND

WINSOME MORRIS

AND THE

AWARD

I.D.T. DIVISION

MR. NORMAN WRIGHT, Q.C. - CHAIRMAN

MR. LESLIE HALL - MEMBER

MR. D.TREVOR MCNISH - MEMBER

FEBRUARY 11, 2016

INDUSTRIAL DISPUTES TRIBUNAL
AWARD
IN RESPECT OF
AN INDUSTRIAL DISPUTE
BETWEEN
CARIBBEAN CEMENT COMPANY LIMITED
(THE COMPANY)
AND
WINSOME MORRIS
(THE DISMISSED)

REFERENCE:

By letter dated October 14, 2015, the Honourable Minister of Labour and Social Security in accordance with Section 11A(1)(a) (i) of the Labour Relations and Industrial Disputes Act (hereinafter called “the Act”), referred to the Industrial Disputes Tribunal for settlement in accordance with the following Terms of Reference, the industrial dispute described therein:-

The Terms of Reference were as follows:

“To determine and settle the dispute between Miss Winsome Morris on the one hand and Caribbean Cement Company Limited on the other hand over her prolonged suspension from work.”

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. Norman Wright, Q.C. - Chairman
- Mr. Leslie Hall - Member, Section 8(2) (c) (ii)
- Mr. D. Trevor McNish - Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

- Mr. Conrad George - Attorney-at-Law
- Mr. Dalmain Small - Human Resources Manager

The **Dismissed Worker, Miss Winsome Morris** represented herself.

SUBMISSIONS AND SITTINGS:

Briefs were submitted by both parties and two (2) sittings held on January 27, 2016 and January 28, 2016.

SETTLEMENT AGREEMENT:

At the 1st sitting the parties informed that their negotiation efforts had failed to resolve the dispute. In accordance with Section 12 (5)(b) of the Labour Relations and Industrial Disputes Act:

- (5) *Notwithstanding anything to the contrary, where any industrial dispute has been referred to the Tribunal-*
 - (b) *it may at anytime after such reference encourage the parties to endeavour to settle the dispute by negotiation or conciliation and, if they agree to do so, may assist them in their attempt to do so;*

The Tribunal offered to conciliate the dispute and the parties to the dispute agreed for the Tribunal to assist them. This resulted in a Settlement Agreement being reached by both parties. This Agreement forms the basis of this Award.

AWARD:

The attached Settlement Agreement dated January 28, 2016 executed under the signature of the parties to this dispute constitute the Award.

DATED THIS 11th DAY OF FEBRUARY, 2016.



Norman Wright, Q.C.

Chairman



Leslie Hall

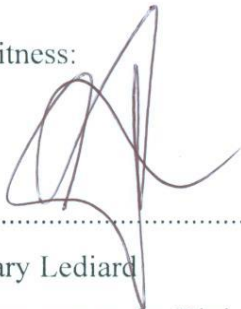
Member



D. Trevor McNish

Member

Witness:



Gary Lediard

Secretary to the Division

SETTLEMENT AGREEMENT

This Agreement is made the 28th day of January 2016, between Caribbean Cement Company Limited ("Carib Cement") of Rockfort, Kingston 2 of the one part and Winsome Morris ("Miss Morris") of Lot 1780 Trelawny East, Waterford P.O., Saint Catherine of the other part.

WHEREAS:

- A. Miss Morris has been employed by Carib Cement for many years; and
- B. differences arose between the parties in 2014, as a result of which Miss Morris was suspended from her employment; and
- C. the matter of her suspension has been referred to the Industrial Disputes Tribunal ("IDT") by the Ministry of Labour for determination; and
- D. the Members of the IDT panel have, with the consent of the parties, facilitated mediation discussions between the parties, and the parties now wish to settle the matter on the terms set out herein.

NOW it is hereby agreed as follows:

1. The employment of Miss Morris at Carib cement will come to an end by mutual agreement on 28th January 2016.
2. Carib Cement shall supply to Miss Morris, immediately upon the execution of this agreement, a letter stating her employment has been terminated on such date by reason of redundancy.
3. The company will pay to Miss Morris and she agrees to accept, in full and final settlement of any/all claims she might have at common law, under statute or otherwise, against the Company or any subsidiary or holding company thereof, arising out of her contract of employment, its termination, or otherwise, the sum of J\$4.5 Million.
4. The payment in 3 above shall be made by Carib Cement to Miss Morris on or before 1st February 2016.

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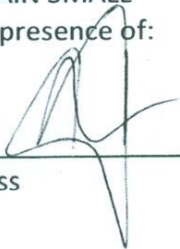
5. The terms of this settlement are confidential to the parties and Carib Cement agrees that if asked by any third party for the reason for the termination of Miss Morris' employment it will confirm that such termination was by reason of redundancy, and Carib Cement further agrees to give a reference to any prospective employer of Miss Morris that confirms her competence and honesty as an account clerk, and makes no reference to any other matters.

In witness hereof the parties hereto have set their hands and seals this 28th day of January, 2016.

Signed for and on behalf of
CARIBBEAN CEMENT COMPANY LIMITED)
DALMAIN SMALL)
In the presence of:)



DALMAIN SMALL



Witness

SIGNED by the said
WINSOME MORRIS)
MINISTRY OF LABOUR & SOCIAL)
SECURITY)
In the presence of)



WINSOME MORRIS

RECEIVED
28 JAN 2016

Witness
Industrial Disputes Tribunal