

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 33/2024

SETTLEMENT OF DISPUTE

BETWEEN

FIRST ROCK CAPITAL RESOURCE LIMITED

AND

SHANTELLE STAPLE

AWARD

I.D.T. DIVISION

- | | | |
|-----------------------------|---|----------|
| MR. ERROL MILLER, J.P. | - | CHAIRMAN |
| MR. LESLIE HALL, J.P. | - | MEMBER |
| MRS. CHELSIE SHELLIE-VERNON | - | MEMBER |

NOVEMBER 27, 2025

Dispute No.: IDT 33/2024

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

FIRST ROCK CAPITAL RESOURCE LIMITED
(THE COMPANY)

AND

SHANTELLE STAPLE
(THE AGGRIEVED WORKER)



REFERENCE:

By letter dated, September 6, 2024, 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 describe therein: -

The Terms of Reference were as follows:

"To determine and settle the dispute between First Rock Capital Resource Limited on the one hand, and Shantelle Staple on the other hand, over the termination of her employment by reason of redundancy."

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. Errol Miller, JP - Chairman
- Mr. Leslie Hall, JP - Member, Section 8(2) (c) (ii)
- Mrs. Chelsie Shellie-Vernon - Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

- Mr. Jahmar Clarke - Attorney-at-Law

In attendance were:

- Mr. Jordan Chin - Vice President, Legal & Compliance
- Miss Ashley Chin - Assistant Vice President, Group Culture & Talent (HR)

The **Aggrieved Worker** was represented by:

- Mr. Emile Leiba - Attorney-at-Law
- Mr. Jonathan Morgan - Attorney-at-Law

In attendance was:

- Ms. Shantelle Staple - Aggrieved Worker



SUBMISSIONS AND SITTINGS

Briefs were submitted by both parties which made oral submissions during ten (10) sittings held December 12, 2024 to June 24, 2025.

BACKGROUND

First Rock Group Limited, formerly First Rock Capital Resource Limited (First Rock or the Company) is a company duly registered under the laws of Jamaica, with its registered office

situated at 14 Canberra Crescent, Liguanea, St. Andrew. It was incorporated in Jamaica in 2017 and provides investment and construction management services.

Miss Shantelle Staple was one of several persons employed to the Jamaican based entity, First Rock Capital Resource Ltd., on an open-ended contract of employment. Her services were terminated by reason of redundancy on March 3, 2023. She protested her termination on the grounds that it was not a genuine case of redundancy. Efforts to settle the dispute, both at the local level and at the Ministry of Labour & Social Security, failed to resolve the issue. As a consequence, the dispute was referred to the Industrial Disputes Tribunal for determination and settlement by the Honourable Minister, in accordance with Section 11A (1)(a)(i) of the Labour Relations and Industrial Disputes Act with the following Terms of Reference.

"To determine and settle the dispute between First Rock Capital Resource Limited on the one hand, and Shantelle Staple on the other hand, over the termination of her employment by reason of redundancy."

COMPANY'S CASE:

1. The Company, in its opening submission, stated that it was involved in buying and managing real estate. Ms. Staple was employed on March 14, 2022 and at that time the total staff compliment was between 11-12 employees. It said that the Company was experiencing a shift in its operation and invited Ms. Staple to a meeting in February 2023 and informed her that positions within the Company, to include her position, would be affected. Subsequently, her position was made redundant, and her services were terminated on March 3, 2023.
2. Two witnesses were called to testify on behalf of the Company. Mr. Jordan Chin, Vice President for Legal and Compliance, was the first witness. He said that the Company was incorporated in 2017, but began business in 2019, and that he has been employed since September 2019. He said that Ms. Staple was previously a Legal Secretary in the Litigation



Department at DunnCox, where he was previously employed and that he recommended her to be employed at First Rock Capital Resource Ltd. He said that in 2022, the Company was managing real estate assets with two tenanted properties at Oxford Terrace and Balmoral Avenue. Ms. Staple's role was to manage the tenants and issues arising from the tenancy, as well as, the buildings and general administration. He said he found her to be a hardworking and committed employee who was easy to communicate with.

3. Mr. Chin testified that the real estate market was affected by the COVID 19 pandemic and as a result, in December 2022, the Company made a decision to shift its focus from real estate management to real estate construction. He said that in September 2022, the Company listed the Oxford Terrace property for sale and this was sold in December 2022. The Balmoral Property was listed in January 2023. The decision to shift focus in the business operation, he said, was initially discussed with the employees in management meetings and at the Company's annual retreat held in December 2022. He said that Ms. Staple, who was in the Real Estate Division, was present at the retreat and was involved in listing the properties for sale.
4. He gave evidence that the positions of all real estate employees were made redundant. He said further that he advised the CEO of the steps necessary for the termination of Ms. Staple's services, including having consultation meetings with her, prior to termination. He said that as head of the Legal Department, he was involved with the sale of the assets and in that regard, he communicated with Ms. Staple.
5. Mr. Chin testified that Ms. Staple had a Project Management Degree and a Bachelor of Laws Degree (LLB) at the time. Mr. Ryan Reid, the CEO, informed him that in light of the restructuring of operations, he immediately needed civil engineering with construction skills and to the best of his knowledge, it would take Ms. Staple at least three (3) years to acquire this degree. He said that in February 2023, Mr. Reid asked him if there were available opportunities to transition Ms. Staple from the Property Management Section.



He said there was no alternate employment for her and she was, therefore, dismissed by letter dated March 3, 2023 (Exhibit 2). The dismissal letter said in part:

“The purpose of this letter is to confirm the outcome of the recent review by First Rock Capital Resource Limited, of its operational requirements, and what this means for you.

The position of Projects & Estate Officer is no longer needed. Regrettably, this means that we have to terminate your employment”

6. Mr. Ryan Reid who is the Executive Chairman of the Company was the second witness. He said that at the strategic retreat of the Company in December 2022, the decision was taken that the Company was moving from real estate to rental income operations outside of Jamaica. He said that he addressed the future of the Company and the shift very clearly and deliberated on it extensively at the retreat. He said that all staff members were present and he heard their views from the floor of the meeting.
7. Mr. Reid, during examination-in-chief, said that *“there would be a new paradigm shift towards commercial property for rental income largely outside Jamaica for its mitigation purposes, and as such the leadership would be looking closely at the overall operating structure of the business inclusive of positions that may or may not be under this new strategy”*.

Q: Was the position Ms. Staple held one of those positions?

A: That is correct.

8. The operating structure and positions together with their alignment were examined and Ms. Staple's position was affected. He said he had a consultation with Ms. Staple during a staff meeting on February 13, 2023, which was attended by himself, the Assistant VP for Real Estate Business, Mr. Denroy Pusey, the Operations and Human Resources Manager, Mrs. Alicia Silvera-Grant and Miss Staple. It is Mr. Reid's evidence that at the said February 13, 2023 meeting, he advised that the Company was examining the Real Estate Business Department and assessing the relevance and necessity of present positions



and how they aligned with the new strategies. He said that all the members of the Real Estate Business Department were advised that the positions they occupied may be affected. He clarified that “all” means Mr. Pusey and Ms. Staple.

9. Mr. Reid said that the meeting *“would have followed from the Strategic Retreat that took place, and this meeting was to outline to all parties in attendance, that the Real Estate Business Department is being looked at, the positions within that Department”*

Q: Did you indicate to the members in attendance the positions that were under scrutiny?

A: Yes, I did.

Q: How did they receive that?

A: I would say the reception was expected coming from what again was discussed.



10. It is Mr. Reid's evidence that among the issues discussed at the meeting, were two instances where the time taken to complete tasks by Miss Staple was excessive. She had missed a site visit, and he had spoken to her about it. Her response was that she had not done so and would check with her supervisor. He said he responded, “Forget it”. The other incident related to a Joint Venture meeting.

11. He said that her termination by way of redundancy had nothing to do with either her performance or the incidents that took place. Further, that Miss Staple was aware that her position could be affected by way of redundancy from as early as the retreat, and thereafter, at the meeting on February 13, 2023. As a result, she was asked to identify alternative employment opportunities within the Company, but she did not respond. He tendered into evidence the Minutes of the February 13, 2023 meeting (Exhibit 4).

12. On March 3, 2023, Miss Staple's services were terminated by the Company on the grounds of redundancy. She had been employed to the Company for one (1) year and did not meet the statutory requirements for redundancy payment as the pre-requisite for payment is

continuous employment for at least 104 weeks. She was therefore compensated for four (4) weeks' salary in lieu of notice and payment for unused vacation days.

13. The Company's contention is that:

- a. First Rock Group acted within the bounds of the law and in a manner that balanced its business needs with the worker's needs for fairness.
- b. There was a genuine case of redundancy carried out by the Company.
- c. Consultation took place with Miss Staple in accordance with the Labour Relations Code.
- d. The termination of Ms. Staple's contract of employment by reason of redundancy was a necessary outcome of the Company's strategic shift and was handled in a manner that was both lawful and fair.



CASE OF THE AGGRIEVED:

14. The Aggrieved, through her representative, called two (2) witnesses. Ms. Shantelle Staple gave evidence in support of her case. In addition to a Witness Statement (Exhibit 8), she also provided oral evidence.

15. Ms. Staple testified that she was employed as Projects & Estate Officer by First Rock Capital Resource Ltd. effective March 14, 2022. Her immediate report was Assistant Vice President (AVP) of Real Estate Business, Mr. Denroy Pusey. She also provided her salary and benefits to which she was entitled under her contract of employment. She said she was expected to shadow the AVP, and to learn and perform various responsibilities to include providing property-management services as well as liaising with tenants on leased property. However, a large portion of her responsibilities related to performing project management activities on major and minor construction developments on behalf of the Company. Her responsibilities included:

- Project Management for major building developments
- Procurement processes of project-teams for real estate developments
- Evaluate and assess capital expenditure for property developments
- Financial analysis, projections and inspections on all property acquisitions

- Property Management of corporate and residential properties
- Track and monitor property payments in respect of insurance, taxes & fees.
- Preparing tender documents and evaluation of new deals and transactions.

16. The Company, she said, is responsible for hiring and managing human resource in respect of the First Rock Group of Companies comprising various asset holding and investment companies that operate and own real estate in USA, Costa Rica, Cayman Islands, St. Lucia and Jamaica. The Real Estate Department in Jamaica, where she was employed, was responsible for overseeing and managing all real estate transactions and interests of the Group, that is acquisition/disposal of new real estate, property management for tenanted buildings or project management for new or existing developments and construction projects.

17. Ms. Staple said that during her tenure at First Rock, she was responsible for working on various local construction projects which were ongoing at the time of her termination and include: -

- a. The Bonne Chance Development (Brompton Road)
- b. The Hambani Estate Development (Liguanea)
- c. Town House Development (Retreat Avenue)
- d. Procurement of a Project Team for Portland Development as well as The Kailani Development in Grand Cayman and the St. Lucia (Joint Venture) Construction Deal, the latter where she performed an overseas site visit

18. While working on these projects, she was responsible to lead project meetings in the absence of her supervisor, Mr. Pusey. The duties include taking minutes, creating lists of action items, tracking action items, creating follow ups, ensuring projects were running in accordance with schedule and conducting site visits internally and externally as necessary. She said that she prepared a site report for the property in St. Lucia and liaised with external marketing team to prepare 3D rendering. Up to her termination, her responsibilities had not decreased, except in relation to property management services due to the sale of some buildings in Jamaica and the Cayman Islands.



19. In December 2022, a 3-day staff retreat was held at the Ocean Coral Spring Hotel in Trelawny. There were two (2) main presentations on day one which were core aspects of the Company - real estate business and private equity. Ms. Staple testified that a presentation which she assisted in preparing was made by Mr. Pusey. It included all the current and intended projects and deals for 2022 - 2023. She said that following that presentation, she did one on the St. Lucia deal which was also a part of the Real Estate Business presentation. The other presentation was made by the Private Equity Department. The CEO, Mr. Ryan Reid, made general closing remarks which did not include any reference to restructuring/redundancy exercise. She said that the remainder of the retreat consisted primarily of social activities.
20. Ms. Staple testified that on February 5, 2023, she received a message from CEO Ryan Reid querying whether she had conducted a site visit that he claimed he had instructed her to do. Ms. Staple said she informed Mr. Reid that she was not advised of the visit, and that she would check with her supervisor, Mr. Pusey whether he had done so on his own. She said that her response appeared to upset Mr. Reid as when she asked him if she should now proceed to do the site visit, he responded "*forget it*". Recognizing that Mr. Reid was upset from the incident, Ms. Staple said on February 7, 2023, she conducted the site visit and sent him an email with a formal apology for the delay and any misunderstanding relating to the task. She subsequently prepared and submitted a detailed report of the site visit to Mr. Reid and copied it to Mr. Pusey.
21. She said that on February 10, 2023, she received an invitation with the subject being "*Discussion*" from the Senior Operations & HR Officer, to attend a meeting on February 13, 2023. She attended the meeting, at which, Mr. Reid, Mr. Pusey, her Supervisor, and the Senior Operations and HR Officer were present. During the meeting, Mr. Reid expressed his dissatisfaction with the perceived delay in completing the site visit which he said should have been conducted within two weeks of the instruction given. Ms. Staple testified that she was confused as she had not previously received those instructions. She



said that she again reiterated that she had not received clear and specific instructions to conduct the site visit nor was she provided with any time line. She said she again apologized citing that it could be a miscommunication or misunderstanding. She said Mr. Reid concluded the meeting by saying that he did not wish to engage in any further back and forth discussions on the issue. Ms. Staple noted that the meeting did not discuss or mention the term 'redundancy' nor was there any indication that her position of Project & Estate Officer might be up for termination due to organizational restructuring.

22. She said that during the meeting with Mr. Reid, the discussion focused on her performance, the potential role expansion and the expectations for her to develop certain technical skills. He indicated that he was considering adjusting certain executive roles, including Mr. Pusey's, and as a result of those adjustments, it would result in her taking on expanded technical responsibilities.

23. On March 1, 2023, she said that Mr. Chin enquired if she would be joining a meeting with the Company's prospective Joint Venture (JV) Partners who were seeking information on specific Real Estate business. The request to join the meeting came suddenly at the commencement of the meeting with the expectation that she was briefed and prepared to present on the Company's behalf. Ms. Staple said she was not aware of the meeting, was not briefed of the details for presentation and was, therefore, not in a position to present on the Company's behalf. She said her response to Mr. Chin was met with frustration, however, she attended the meeting with him. Her supervisor, Mr. Pusey, joined the meeting via phone.

24. On March 3, 2023, two days after attending the meeting, she was abruptly handed a letter of immediate termination citing redundancy as the reason. She was given four (4) weeks' pay in lieu of notice. She said that no information was provided to her about operational changes, downsizing, or role elimination in the Company. She opined that the termination took place close to the allegation of a delayed site visit and the Joint Venture meeting and



that these ought to have been addressed under the Company's Appraisal policy. She further said that the Company did not host a genuine consultation meeting with her and she was not invited to consider other opportunities within the Company to retain her employment.

25. It is Ms. Staple's submission that the CEO terminated her position under the guise of redundancy, which was unfair and unjust as he had perceived issues with her performance. She said that her relationship with Mr. Chin was good at the beginning of her employment, she knew him prior to working at First Rock, but after a while, "*something happened*" and she decided to keep the relationship on a professional basis.
26. After the termination, she made numerous unsuccessful efforts to mitigate her losses. She did what is popularly known as a "side hustle", a pastry venture that generated about \$50,000 to \$60,000 per month, but she also continued to receive support from her family. She said that she was unjustly and unfairly terminated and seeks reinstatement of her position, with the payment of all unpaid wages from the time of her termination to the date of the Award.
27. Mr. Denroy Pusey was the second witness for the Aggrieved. He worked at First Rock Capital Resource Ltd., initially in the capacity of AVP Real Estate Business from September 2021 until January 2023, when he was shifted to the position of Vice President (VP) for Real Estate Business. In 2024, he was appointed VP and General Manager of Real Estate Business. In those roles, he said that he was responsible for the 360-management of Real Estate Portfolio for the First Rock Group. His duties and responsibilities span Business Development, Real Estate Management and Construction Management.
28. Mr. Pusey's evidence is that in February 2022, the Company employed Ms. Shantelle Staple and he was assigned as her supervisor. He said that he was responsible for identifying and defining her responsibilities. As head of the entity, Mr. Ryan Reid had



additional input from time to time in her job functions. Her role involved, among other duties, Business Development, Estate/Property Management and Construction/Project Management responsibilities to all real estate functions, minor or major, within the group and related to estate/property management services locally and overseas.

29. He said the Company took a strategic decision to sell tenanted properties and embarked on construction projects. After the property at Oxford Terrace was sold, Ms. Staple's role with the Company continued in full force with ongoing project management responsibilities for construction projects, business development functions to identify potential income generating acquisitions and development deals. As the Company is an investment group, it is normal for it to be consistently seeking to adjust its holdings and its approach to asset markets, to optimize profitability. As such, it was involved in the acquisition and disposal of real estate as the need arose.
30. He said that tenanted property units in the Cayman Islands were sold in order to realize capital gains, while in Costa Rica property was sold to reduce losses. In other instances, properties were sold by one company in the First Rock Group to related entities in the Group for book-value purposes. These changes were all part of active portfolios that engaged in buying and selling of real estates and this did not result in any net loss in the scope of the responsibilities for the Real Estate Department.
31. Mr. Pusey said the Department consisted of only two members of staff, himself and Miss Staple, who were among a total of approximately 20 members of staff engaged by the Company. The Department's property/estate management role comprised only a portion of Ms. Staple's responsibilities, and holdings in the Cayman Islands, Costa Rica and Jamaica remained part of the Department's responsibility during and after Miss Staple's termination in March 3, 2023.
32. He testified that he was aware, as early as February 6, 2023, that the position held by Ms. Staple was threatened to be made redundant and it is his opinion that she was



dismissed unfairly as the context in which it was done was that Mr. Ryan Reid felt he needed a stronger Estate Manager. During February, while he was travelling, Ms. Staple contacted him regarding an alleged request from Mr. Reid to conduct a site visit. She indicated that Mr. Reid was not pleased that the site visit was not done in the timeframe he expected. On February 6, 2023, Mr. Pusey said that he messaged Mr. Reid indicating that the site visit would be done and a full report submitted by Tuesday (February 7, 2023). He said that Mr. Reid responded that *"I'll be making the post of Projects and Estate officer redundant. With the current pipeline and pace of which we need to be executing projects we need a strong project manager"* (Exhibit 11).

33. It is Mr. Pusey's evidence that he did not take the view that the missed site visit was a performance-based issue, but made overtures to Mr. Reid as seen in the following WhatsApp discussion:

Mr. Pusey "We could look to put her on Performance Improvementperimeters are set and if she fail to meet those parameters she's terminated and not made redundant.

If the position is made redundant by law we can't fulfill it back nor a position that's close to it within the same company.

At least we'll be able to fulfill the same position if she doesn't improve and we terminate her...."

Mr. Reid Denroy... my mind is made up. Let's channel our energy on recasting the department for maximum efficiency and performance. I look forward to hearing" (Exhibit 11)

34. Mr. Pusey said that he made this recommendation in an effort to avoid the wrong that he foresaw happening. He said he explained the justification for keeping the position and spoke of the value that Miss Staple added to the department. He also referenced concerns regarding legalities in suddenly making the position redundant without any consultation. He said that Mr. Reid responded that his mind was made up regarding her termination.



35. On February 13, 2023, Mr. Pusey said that he was invited by Mr. Reid to attend a meeting for the purpose of addressing concerns that he was having regarding Ms. Staple's performance. There was no discussion on the *"changing direction of the company or the possibility that positions within the Company would be removed or be made redundant"*. The meeting ended following the discussion on Ms. Staple's performance and she was advised to leave the room. It is Mr. Pusey's evidence that after she left the room, he gave no advice concerning her skills set or decreasing frequency of her assignments, neither was he asked to assess Ms. Staple's work and the need for her job function. He said that the statements contained in the Minutes of the meeting dated February 23, 2023 were, therefore, false.

36. Mr. Pusey testified that on March 1, 2023, while he was out of office due to illness, another incident involving Ms. Staple arose. She contacted him regarding a meeting with Joint Venture partners from the Brompton's Project, indicating that she was asked to attend in his absence. He said he communicated with Mr. Reid and the following conversation took place by WhatsApp:

Mr. Pusey: "Hey Ryan... I really wasn't able to get to the meeting with the JV partners for Brompton's... nonetheless, I made our case via phone and it was understood and accepted..."

I didn't update Shantelle on this as I prefer to deal with these high level matters in person...additional, we're working on her improvements but I wouldn't feel comfortable having her handle this earlier today.....

*Mr. Reid: Hey
Shantelle should've been aware and armed to make the presentation*

She must be able to deputize effectively

It can't be that you're sick and have to be calling in

And she's there...." (Exhibit 11A).



37. On March 3, 2025, Mr. Pusey said that Mr. Reid communicated with him that the Company would be pushing ahead with making Ms. Staple's position redundant and he was asked to prepare a Job Description (JD) for her replacement. At this point he conveyed to Mr. Reid that the Department was heavily under-resourced, and that this decision would further compound the issue. He testified that he also made another attempt to justify why the position should be retained by the Group. Mr. Reid's response was that he was "sick and tired of the docile approach" and instructed him to get the JD done as soon as possible so that he could get a more effective and aggressive deputy. It is, he said, against this background that Ms. Staple received the termination letter of March 3, 2025 terminating her services with immediate effect.

38. It is Mr. Pusey's evidence that during Ms. Staple's tenure, he had never had reason to speak or write to her regarding conduct or behaviour. Neither Mr. Reid, Mr. Chin nor the Human Resources Department have ever had cause to write concerning her behaviour, conduct or performance. He said that her record was clean, but that Mr. Reid always had a problem with Ms. Staple, and he did not know why.

39. Following Ms. Staple's dismissal, the Company placed an advertisement for her to be replaced. Mr. Pusey said that he prepared the Job Description for the new candidate with instructions to make calculated adjustments to the JD which was utilized for the hiring of Miss. Staple. He said that despite the cosmetic changes, the new candidate performed, to a great extent, the same functions as Ms. Staple, with emphasis on certain technical responsibilities associated with Project/Construction Management for the same large-scale developments and projects on which Ms. Staple was working.

40. The Aggrieved contends that:

- The first time she knew that her position was in jeopardy was when she was given the letter of termination, as there was no prior communication, consultation or any evidence that the Company was undergoing or had undergone a restructuring exercise that may have led to downsizing.

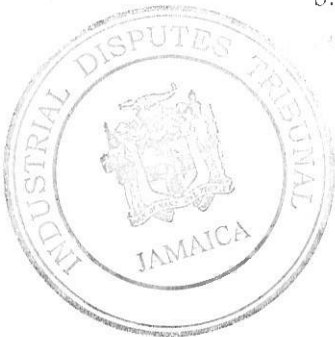


- It appeared that she was dismissed due to the CEO's perceived issue with her performance and that redundancy was used as a guise.
- No information was presented to her regarding operational changes, downsizing or role elimination that would lead to downsizing.
- The termination of her employment came at the time when the Company had minor concerns regarding certain performance issues, which, in her opinion, should have been addressed under the Company's Performance Evaluation Policy.
- The Company did not give her the opportunity to make any suggestions or recommendations for redeployment or retraining.

ANALYSIS OF THE EVIDENCE BY THE TRIBUNAL:

41. Having reviewed the evidence, the Tribunal must determine the following questions:

- Was there a genuine case of re-organization in the Company?
- Whether the termination of the services of Ms. Staple on the grounds of redundancy was in accordance with the provisions of the Employment (Termination and Redundancy Payments) Act (ETRPA) and was it justified?



WAS THERE A GENUINE CASE OF RE-ORGANIZATION IN THE COMPANY?

42. In its evidence, the Company said that Ms. Staple's duties involved property management and coordinating various real estate rental properties. It said that it made a strategic shift in its operation from real estate management to real estate construction and that the *"decision was discussed internally with all employees in management meetings and was discussed at the Company's annual retreat in December 2022"*.

43. Mr. Chin, during cross examination indicated that members of staff may not have had prior knowledge of the restructuring but said that the Company announced the plans at the retreat. He said that *"there would have been headlines which would announce the*

strategic changes in the Company's direction for 2023 recaps". He admitted that the employees would have seen the presentations for the first time on screen at the retreat. But both Ms. Staple and Mr. Pusey denied that there were any focus or discussions on this matter at the retreat.

44. In her testimony, Ms. Staple said that there were two (2) main presentations on day one of the retreat which were core aspects of the Company's operations - real estate business and private equity. It included all the current and intended projects and deals for 2022 - 2023. The other presentation was made by the Private Equity Department. Mr. Reid, she said, did the closing which did not state anything about the Company's transition and generally, nothing concerning the strategic transition of the Company was discussed. Mr. Pusey also denied that any discussions/presentation took place at the retreat in respect of the re-organization of the Company.

45. In an attempt to confirm this point, we examined the only available documentation for the retreat, the Itinerary (Exhibit 6). However, it did not itemize the presentations that took place and the following are the relevant sessions listed on Day One of the Itinerary:

9:00-10:00am	Executive Presentations
10:15-12:00pm	1 st Session Coaching
1:00-2:15pm	2 nd Session Coaching
2:30-3:00pm	CEO's Closing Remarks

The Itinerary was therefore unable to substantiate the Company's evidence.

46. Mr. Chin said that the staff were advised of the strategic shift of the Company during management meetings. However, it appears that Ms. Staple was not privy to those meetings since she denied being aware of the discussion. Mr. Chin testified that the positions of all real estate employees were made redundant. But he admitted that there were only two persons in that Department and Ms. Staple's position was the only one that was made redundant at that time.



47. Mr. Reid, during examination-in-chief, said that there would be a new paradigm shift towards commercial property for rental income largely outside Jamaica and the leadership was closely examining the overall operating structure of the business inclusive of positions under this new strategy. He agreed that Ms. Staple's position was one of those affected. The evidence indicated that there were a number of local construction projects taking place and, on which Ms. Staple claimed, she was engaged at the time of her termination. It did not appear that her duties had been significantly diminished.

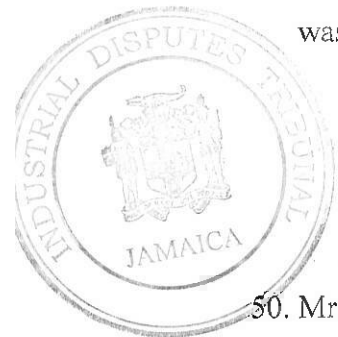
48. Mr. Reid testified that he held meetings with Ms. Staple in which he advised her about the impending redundancy. The Minutes of the meeting on February 13, 2023, entitled "*Minutes of the Staff Discussions with Shantelle Staple*" does not record that Ms. Staple was advised of the impending redundancy. On the contrary, it indicated that she was advised to leave the meeting prior to a discussion about her skill sets and a directive from Mr. Pusey to assess her "*work and the need for her job functions and duties over the next two weeks and revert to him with a report on same*". However, both Ms. Staple and Mr. Pusey, who were among the four persons present in the meeting, denied that information/directive was given and questioned the authenticity of the Minutes. The unchallenged evidence is that Mr. Pusey went further to indicate that the information contained in the Minutes was false and that following Ms. Staple's exit from the room, there was no discussion about her. He also admitted that it was not correct that the focus of the Company shifted from rental to construction projects.

49. The Company admitted that the position from which Ms. Staple was made redundant was filled within one month. Mr. Reid, during cross examination agreed:

Q Orane Hamilton was hired on April 3, 2023, correct, one month after the termination date?

A That's my recollection.

50. Mr. Pusey's evidence was that Mr. Reid asked him to craft a Job Description using that which was used to engage Ms. Staple. His testimony was supported by the conversations



contained in the WhatsApp message in Exhibit 11B. Mr. Pusey said that the effect of the duties remained the same. The employment of another person to carry out the same type of work as Ms. Staple, strongly suggests that it was not a genuine case of redundancy.

51. Section 5(2) of the Employment (Termination and Redundancy Payments) Act (the ETRPA) provides that:

“...an employee who is dismissed shall be taken to be dismissed by reason of redundancy, if the dismissal is attributable wholly or partly to

(a) The fact that his employer has ceasedwas so employed; or

(b) The fact that 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 in the place where he was so employed, have ceased or diminished or are expected to cease or diminish”

The employment of a replacement for Ms. Staple, carrying out similar functions within a month after her termination, violates the principles of a genuine case of redundancy.

52. It is also quite noticeable that Mr. Reid expressed urgency in terminating the employment of Ms. Staple shortly after the two incidents involving the site visit and the meeting with the Joint Venture Partners. The WhatsApp discussions between himself and Mr. Pusey (Exhibit 11B) suggest that he was upset over both incidents and was determined to dismiss Ms. Staple. Two days after the latter incident, that is on March 3, 2023, Ms. Staple's dismissal took place. This is despite Mr. Reid strongly suggesting that those incidents had nothing to do with her termination.

53. Given all the circumstances, the Tribunal concludes that Ms. Staple's dismissal was not a genuine case of redundancy by the Company but it appeared to be a vehicle to punish her for what the Company may have considered to be performance issues.



WHETHER THE TERMINATION OF THE SERVICES OF MS. STAPLE ON THE GROUNDS OF REDUNDANCY WAS IN ACCORDANCE WITH THE PROVISIONS OF THE EMPLOYMENT (TERMINATION AND REDUNDANCY PAYMENTS) ACT AND WAS IT JUSTIFIED?

54. The Company has not demonstrated that it carried out a genuine process of reorganization leading to the redundancy. The ETRPA provides that redundancy may occur when a business no longer requires employees to perform work of a particular kind. This situation arises if the **need for such work** within the organization has ceased, diminished, or is expected to cease or diminish in the foreseeable future. Additionally, redundancy covers scenarios where the need for employees to carry out **work of a particular kind at a specific location**—where the employee was employed—has ceased, diminished, or is expected to cease or diminish. In such cases, the employee's role may be considered redundant as the business adjusts to changing operational requirements. This did not take place as within a month of Ms. Staple's departure, another person was employed, essentially to carry out the same duties.
55. Mr. Reid maintains that the Company was altering its strategic direction. However, the available evidence does not substantiate this claim. Instead, the information suggests that Mr. Reid's primary concern was to dismiss Ms. Staple from her position. This conclusion is supported by the WhatsApp discussion with Mr. Pusey, in which Mr. Reid expressed his intention to terminate Ms. Staple's employment on the basis of redundancy. Simultaneously, he provided instructions for the vacant position to be advertised. According to the evidence, Mr. Reid directed Mr. Pusey to swiftly prepare a new Job Description and proceed with advertising the role.
54. The Tribunal notes that in spite of the purported consultations, this advertised position was not offered to Ms. Staple as an alternative to redundancy.



55. Ms. Staple contends that she was not aware that her position was slated for redundancy. She said that she first became aware when she received the letter of termination on March 3, 2023. This runs counter to the evidence from the Company that consultations took place before the action was taken. Mr. Chin stated that he advised Mr. Reid of the steps necessary for the termination of Ms. Staple and that included consultation. Mr. Pusey also provided advice that redundancy could not be handled in the manner proposed. Mr. Reid asserts that he had consultation with her during the meeting on February 13, 2023.

56. The following exchange took place between Mr. Reid and a Member of the Panel:

Q You said there was consultation with Ms. Staple prior to the redundancy taking place?

A Yes.

Q What was the consultation about?

A It was what we just spoke about. So the expectation in that consultation would have been that Ms. Staple would make a recommendation to HR that she feels as if her skills can be employed within another department of the business and for HR to consider and then make a recommendation.

Q In other words, the onus would have been on her to identify...

A Yes, largely on her, but on both sides, but largely on her.

57. Paragraph 19(b) of the Labour Relations Code indicates that *“Consultation is the joint examination and discussion of problems and matters affecting management and workers. It involves seeking mutually acceptable solutions through genuine exchange of views and information....”* This clearly did not take place between the management of the Company and Ms. Staple. It is incumbent on the Company to identify alternative internal employment opportunities and to discuss and agree on the options with the employee. This was clearly lacking. During cross examination of Mr. Chin, the following exchange took place:



QAre you aware of a requirement for the employee to be provided with material from the Company to determine whether any options are available to avoid redundancy?

A Material from the Company to determine whether there is any options.....

Q Such as organizational chart, whether there is any vacant position, whether you know, what opportunities exist within the Company outside of the current role?

A Yes

Q Okay. And you agree with me that none was provided to Miss Staple, to the best of your knowledge?

.....

A I am unaware.



58. Upon careful review of the available evidence, it is apparent that there is an absence of proof indicating that meaningful consultations occurred regarding Ms. Staple's potential redundancy. Mr. Reid appeared to be in haste to terminate Ms. Staple's employment, with no demonstration that proper consultation/discussions were held to address her separation on grounds of redundancy. Specifically, there is no documentation or testimony to suggest that, during the meeting convened on February 13, 2023, any direct conversation took place with Ms. Staple about her redundancy status. Instead, it is noted that she was requested to exit the meeting room at the time when it is claimed that discussions concerning her employment were being conducted. Further, the evidence provided, particularly as reflected in Exhibit 11A, centered primarily on criticisms of Ms. Staple's job performance. She was alleged to have missed a scheduled site visit and to have been uninformed about a planned meeting. Mr. Reid's own account confirmed his disappointment when Ms. Staple failed to attend the site visit as required.

59. Although Ms. Staple was not informed beforehand that her attendance was expected at the Joint Venture Partners meeting, she nonetheless complied with Mr. Chin's request to

participate. The available evidence suggests that the meeting was conducted successfully, indicating Ms. Staple's willingness to fulfill her professional obligations when directed. Despite the positive outcome of the meeting, Mr. Reid has already resolved to make Ms. Staple's position redundant.

60. Mr. Reid remained steadfast in his decision, instructing that the redundancy process proceed as he had already *"made up his mind"*. Documentation reveals that as early as February 6, 2023, Mr. Reid communicated to Mr. Pusey his intention to make the position of Projects and Estate Officer redundant. This determination persisted in the face of Mr. Pusey's conciliatory recommendations that *"we could look to put her on Performance Improvement... Perimeters are set and if she fails to meet those perimeters she's terminated and not made redundant"*. He further noted the practical difficulties of absorbing all administrative functions should the position be eliminated when he said we *"can't fulfill (sic) it back nor a position that's close to it within the same Company"*. He further averred that *"at least we'll be able to fulfill the same position if she doesn't improve and we terminate her"*. This discussion between Messrs. Reid and Pusey leads the Tribunal to conclude that the Company was impatient to replace Ms. Staple.
61. The evidence presented demonstrates that the decision to terminate Ms. Staple was influenced primarily by Mr. Reid's assessment of her professional demeanor and specific incidents occurring in the workplace. Mr. Reid expressed the view that Ms. Staple was "too docile" for the requirements of the position and indicated a preference for an employee displaying greater assertiveness. In addition to this subjective evaluation, Mr. Reid was dissatisfied with the two particular incidents. While these concerns may reflect performance challenges, they do not constitute legitimate grounds for redundancy but are instead performance issues and should be dealt with in different ways.
62. Redundancy, by its nature, is based on the elimination of a position due to organizational restructuring or economic necessity, rather than the performance or characteristics of the



individual occupying the role. The matters cited—namely, perceived lack of assertiveness and the two specific workplace incidents—should have been addressed through established performance management processes, such as feedback, coaching, or the implementation of a performance improvement plan. Ms. Staple’s employment should have been handled with care/responsibility.

63. The Labour Relations Code, Paragraph 2 stipulates that:

“...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”.

Employers should therefore exercise due care in how employees are displaced from their job and it should not appear to be indiscriminate and without due process.

64. Ms. Staple’s termination was, therefore, not in accordance with the provisions of the Labour Relations Code or the Employment (Termination and Redundancy Payments) Act. Consequently, we find that given all the circumstances, her dismissal was unjustified.

65. Ms. Shantelle Staple is desirous of being reinstated in her position.

FINDINGS:

66. The Tribunal finds that:

- a. Ms. Staple’s dismissal was not a genuine case of redundancy by the Company but a vehicle to punish her for what the Company may have considered to be performance issues.
- b. The action of the Company to terminate the services of Ms. Staple, was not in accordance with the provisions of the Labour Relations Code and/or the Employment (Termination and Redundancy Payments) Act.
- c. In the circumstances, we find that Ms. Staple’s dismissal was unjustified.




THE AWARD:

In accordance with Section 12 (5) (c) (iii) of the Labour Relations and Industrial Disputes Act, the Tribunal awards that:

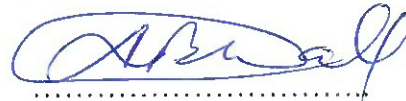
- a. First Rock Capital Resource Limited reinstates Ms. Shantelle Staple as Projects & Estate Officer by December 15, 2025, without any loss of income.
- b. Failure to reinstate her as stipulated at (a) above, pay her the sum of Ten Million Three Hundred and Fifty Thousand Dollars (\$10.35M) as compensation for the unjustifiable termination of her employment.

DATED THIS 27th DAY OF NOVEMBER 2025.




.....

Mr. Errol Miller, JP
Chairman


.....

Mr. Leslie Hall, JP
Member


.....

Mrs. Chelsie Shellie-Vernon
Member

Witness:


.....

Mrs. Nicola Smith Marriott
Secretary to the Division