

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 21/2015

SETTLEMENT OF DISPUTE

BETWEEN

FREY KING LIMITED

AND

MR. SHAUN TULLOCH

AND THE

AWARD

I.D.T. DIVISION

MR. CHARLES JONES, C.D., J.P. – CHAIRMAN

MR. LESLIE HALL – MEMBER

MR. DWIGHT NELSON, C.D., J.P. – MEMBER

OCTOBER 31, 2016

IDT 21/2015

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**FREY KING LIMITED
(THE COMPANY)**

AND

**MR. SHAUN TULLOCH
(THE AGGRIEVED)**

REFERENCE:

By letter dated September 2, 2015 the Honourable Minister of Labour and Social Security in accordance with Section 11 (1) 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 Mr. Shaun Tulloch on the one hand and Frey King Limited on the other hand over the termination of his employment"

DIVISION:

The Division of the Tribunal which was selected in accordance with Section 8(2) (c) of the Act and which dealt with the matter comprised:

- Mr. Charles Jones, C.D., J.P. – Chairman
- Mr. Leslie Hall – Member, Section 8(2) (c) (ii)
- Mr. Dwight Nelson, C.D., J.P. – Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

- Mrs. Caroline Hay – Attorney-at-Law
- Mr. Neco Pagon – Attorney-at-Law

In attendance was:

- Mrs. Glenise Frey – Proprietor

The **Aggrieved** was represented by:

- Mr. Howard Duncan – Industrial Relations Consultant

In attendance was:

- Mr. Shaun Tulloch – Aggrieved Worker

SUBMISSIONS AND SITTINGS:

Briefs were submitted by both parties and two (2) Sittings were held between March 23, 2016 and July 7, 2016.

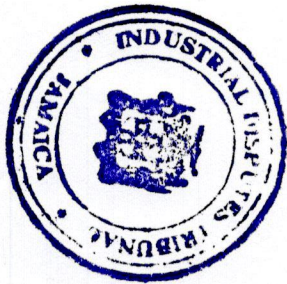
REPORT TO THE TRIBUNAL:

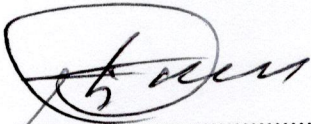
On September 27, 2016, the Tribunal received a letter of same date from the Aggrieved Worker's representative, Mr. Howard Duncan, stating that the dispute was settled at the local level and enclosing a copy of the Agreement dated September 20, 2016, signed by the Companies representative, Mrs. Caroline Hay and Agreement to Release and Discharge signed by the Aggrieved Worker. Mrs. Hay's office confirmed that the Tribunal received same.

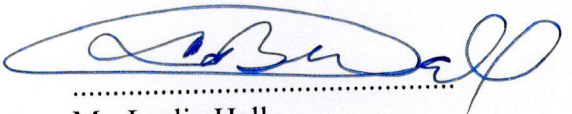
AWARD:

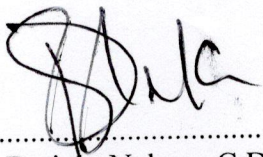
The attached Agreement dated September 20, 2016, executed under the signature of all parties to this dispute constitutes the Award.

DATED THIS 31ST DAY OF OCTOBER 2016.

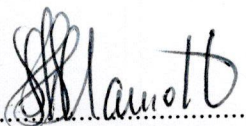



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Mr. Charles Jones, C.D., J.P.
Chairman


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Mr. Leslie Hall
Member


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Mr. Dwight Nelson, C.D., J.P.
Member

WITNESS:


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Nicola Smith Marriott (Mrs.)
Secretary to the Division

September 20, 2016

Mr Howard Duncan
Industrial Relations Consultant
52 Duke Street
Kingston

Without Prejudice

Dear Mr Duncan,

Re: Industrial dispute between Shaun Tulloch and Frey King Limited

This matter is part heard before the Industrial Disputes Tribunal ("the Tribunal"). You represent Mr Shaun Tulloch and we act for Frey King Limited ("Frey King"). We return to the Tribunal on the 27th and 28th September 2016. Your client asserts that he was unfairly dismissed from his employment with Frey King. Our client's case is that Mr Tulloch was never an employee of Frey King and his contract was terminated for cause.

Both our clients have agreed to settle this matter. We have agreed that Frey King will pay to your client the sum of **One Million Two Hundred Thousand Dollars (\$1,200,000.00)** ("the Sum") on your client's claim. This sum is offered by our client *ex gratia*, without any admission of liability as full and final payment to your client on condition that he writes to the IDT discontinuing his claim against Frey King. We will need to agree in advance to the text of that letter and be copied on it when it is to be dispatched to the IDT.

We will need your client's written authorization to us that you are able to collect the payments described below and to agree to these terms on his behalf. Please have that urgently sent to us. We will need to see the original authorization and ask that it be witnessed by a JP. If Mr Tulloch signs this letter himself then that will not be necessary. You are at liberty to witness the document.

Without Prejudice
Mr Howard Duncan
September 20, 2016

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Please note the following:

1. The Sum represents full and final payment to Mr Tulloch.
2. The Sum will be made in 6 equal installments of Two Hundred Thousand Dollars (\$200,000.00) to commence September 27, 2016.
3. Payments will be made by cheque to Howard Duncan and will either be lodged to an account you nominate or available for collection by you.
4. The matter before the IDT will be discontinued with immediate effect upon the signing of this letter and your client will so notify the IDT using a form of words which we must agree. The agreed is to be dispatched within 3 days of the signing of this letter.

Again, it is understood that payment of the Sum is without any admission of liability on the part of Frey King and/or its representatives. In consideration of the said payment, your client immediately agrees to release and discharge Frey King and/or its representatives from all actions, suits, claims and demands whatsoever arising directly or indirectly out of this matter. Your client further agrees that he will not at any time hereafter take or bring any further action or proceedings brought by any other party or make any claim whatsoever against Frey King and/or its representatives in respect of this matter.

Although this letter is addressed to you, it is preferable for Mr Tulloch to sign it on his own behalf. If he signs before you, please witness the document and return to us. The original will be sent to your offices in any event.

Yours faithfully
CAROLINE P. HAY ATTORNEYS-AT-LAW

PER:


CAROLINE P. HAY (MRS.)

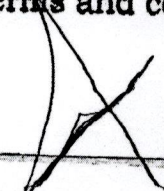
CPH/ngp

Without Prejudice
Mr Howard Duncan
September 20, 2016

AGREEMENT TO RELEASE AND DISCHARGE

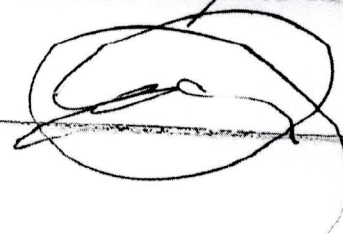
I, **SHAUN TULLOCH** have read the above terms and conditions of settlement and I state that I am in agreement with its terms and conditions.

Signed in agreement:



20/9/16
SHAUN TULLOCH on September 20, 2016

Witnessed:



Copy to Frey King Limited