

4 Ellesmere Road
Kingston 10

IDT 2/2023

February 23, 2024

Permanent Secretary
Ministry of Labour
1F North Street
Kingston


Attention: Mrs. Colette Roberts Risen

Dear Madam,

**Re: Dispute between Image One Jamaica Limited and Tarik Ffrench over the termination of
his employment**

Enclosed, please see Award handed down by the Industrial Disputes Tribunal in connection with the captioned dispute.

Yours faithfully,


.....
Royette Creary (Ms.)
for Secretary/Director

Encl.

Similar letter sent to:

Hon. Minister of Labour
Ms. Gillian Corrodus
Mr. Michael Kennedy
Mr. Howard Duncan
Mr. Linton A. Walters

– Director, Industrial Relations & Allied Services
– Chief Director, Industrial Relations
– Industrial Relations Consultant
– Attorney-at-Law

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 2/2023

SETTLEMENT OF DISPUTE

BETWEEN

IMAGE ONE JAMAICA LIMITED

AND

TARIK FFRENCH

AND THE

AWARD

I.D.T. DIVISION

MRS. SHARON ANDERSON	-	CHAIRMAN
MRS. JACQUELINE IRONS, J.P.	-	MEMBER
MRS. CHELSIE SHELLIE-VERNON	-	MEMBER

FEBRUARY 23, 2024

INDUSTRIAL DISPUTES TRIBUNAL

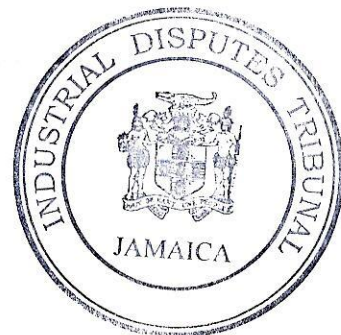
AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**IMAGE ONE JAMAICA LIMITED
(THE COMPANY)**



AND

**TARIK FFRENCH
(THE DISMISSED WORKER)**

REFERENCE:

By letter dated January 24, 2023, the Honourable Minister of Labour and Social Security, pursuant to Section 11A(1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 (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 Image One Jamaica Limited on the one hand, and Tarik Ffrench 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:

Mrs. Sharon Anderson	-	Chairman
Mrs. Jacqueline Irons, J.P.	-	Member
Mrs. Chelsie Shellie-Vernon	-	Member



REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

Mr. Linton Walters	-	Attorney-at-Law
Mr. Ainsley Lowe	-	Managing Director

The **Dismissed Worker** was represented by:

Mr. Howard Duncan	-	Industrial Relations Consultant
-------------------	---	---------------------------------

In attendance was:

Mr. Tarik Ffrench	-	Dismissed Worker
-------------------	---	------------------

SUBMISSIONS AND SITTINGS:

1. Briefs were submitted by both parties and eight (8) sittings held between May 3, 2023 and January 31, 2024.
2. At the 1st sitting of the Tribunal on May 3 2023, the parties sought permission to have further discussions at the local level with a view to settle. The request was granted and June 26, 2023 was scheduled for the parties to appear before the Tribunal if they were unable to reach a settlement.
3. Both parties appeared before the Tribunal on June 26, 2023, and requested additional time to have further talks at the local level. July 27, 2023 was scheduled for hearings to continue into the matter if a settlement was not reached.
4. On July 27, 2023, the Attorney representing the Company appeared virtually and informed the Tribunal that his client was not prepared to settle. He also requested an adjournment of the sitting

as he was tested positive for Covid-19. The request was granted and September 26, 2023, October 2 and 11, 2023 was scheduled for hearing to continue.

5. On September 26, 2023, Mr. Ainsley Lowe, Managing Director of the Company attended the sitting. He told the Tribunal that the parties were still having discussions with a view to settling, however, they were unable to reach a settlement. The Tribunal was however, unable to proceed as the Attorney representing the company was not present. The Chairman informed the parties that the Tribunal will continue to hear the dispute on October 2 and 11, 2023 as was scheduled.
6. At the 5th sitting of the Tribunal on October 2, 2023, both parties expressed a willingness to have the matter settled and as such they sought the assistance of the Tribunal in arriving at a settlement. The parties were however, informed that if they were unable to reach a settlement, the Company was to come prepared on October 11, 2023 to start presenting its case.

SETTLEMENT AGREEMENT:

7. In accordance with the provisions of Section 12 (5) (b) of the Labour Relations and Industrial Disputes Act (LRIDA):

"Notwithstanding anything to the contrary, where any industrial dispute has been referred to the Tribunal-

(b) it may at any time 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;"



8. A Member of the Tribunal conciliated the dispute which resulted in an agreement being reached by both parties as it relates to the quantum. The parties were however, unable to agree to the terms of the payment schedule.
9. The parties on October 11, 2023 again appeared before the Tribunal and requested additional time to finalize the terms of the payment schedule.
10. At the 7th sitting on January 15, 2024, the parties informed the Tribunal that the terms of the payment schedule was still not finalized.

11. They again requested additional time. The request was granted with the understanding that if the parties failed to reach a settlement the Tribunal would proceed to hear the matter on January 31, 2024.

REPORT TO THE TRIBUNAL:

12. At the 8th sitting on January 31, 2024, both parties informed the Tribunal that the terms of the agreement has been finalized. A joint letter was submitted along with the Heads of Agreement to confirm same.

THE AWARD:

13. The attached Heads of Agreement dated January 31, 2024, executed under the Signatures of all parties to this dispute constitutes the Award.

DATED THIS 23rd DAY OF FEBRUARY 2024



.....
Sharon Anderson
Chairman

.....
Jacqueline Irons, J.P.
Member

.....
Chelsie Shellie Vernon
Member

Witness:

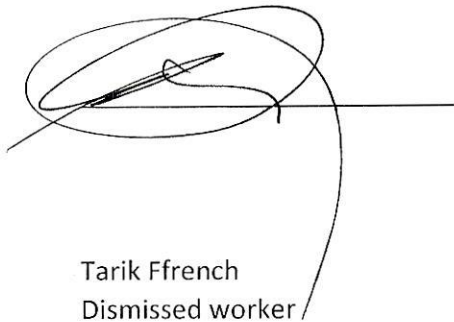
.....
Royette Creary (Miss)
Secretary to the Division

Heads of Agreement reached between Tarik Ffrench and Image One on January 31, 2024

The parties have agreed to the following:

1. That Mr. Tarik Ffrench be paid in the amount of **Five Million Dollars (\$5,000,000.00)** in full and final payment of his claim of unjustifiable termination
2. That the 1st of payment of **One Million Dollars (\$1,000,000.00)** be made on February 19, 2024 and the balance be completed in eleven months with payments of **Three Hundred & Sixty Three Thousand Six Hundred Sixty Three Dollars Thirty Six Cents (\$363, 636.36)** per month

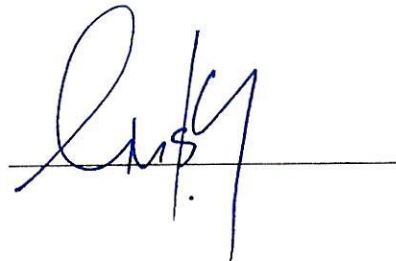
Howard Duncan
IR Consultant
On behalf of Mr. Ffrench



Tarik Ffrench
Dismissed worker



Anisley Lowe
Image One



Dated this the 31st Day of January 2024