

IDT 1/2015

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

MINT MANAGEMENT & FINANCE SERVICES LIMITED
(THE COMPANY)

AND

NICHOLAS ELLIOTT
(THE AGGRIEVED)

REFERENCE:

By letter dated January 15, 2015 the Honourable Minister of Labour and Social Security pursuant to 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 Nicholas Elliott on the one hand and Mint Management and Finance Services 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. Norman Wright, Q.C - Chairman
- Mr. Rion Hall - Member, Section 8(2)(c)(ii)
- Mr. D. Trevor McNish - Member, Section 8(2)(c)(iii)

REPRESENTATIVES OF PARTIES:

The **Company** was represented by:

- Mr. T. Carl Thomas - Attorney-at-Law

In attendance was:

- Miss Winsome Minott - Managing Director

Mr Nicholas Elliott was represented by:

- Mrs. Andrea Walters-Isaacs - Attorney -at - Law

In attendance was:

- Mr. Nicholas Elliott - Aggrieved Worker

AWARD:

The Tribunal issued an Award on May 4, 2016 as follows:

“The Tribunal finds that the termination of the contract of employment of Mr. Nicholas Elliott is unjustified and in keeping with Section 12 (5) (c) (ii) of the LRIDA Awards that Mint Management & Finance Services Limited, pay him twenty-six (26) weeks normal salary, at the current rate, for the position he occupied as at March 21, 2014, as full and final relief.”

REQUEST FOR INTERPRETATION

By letter dated June 1, 2016 Mr. T. Carl Thomas, Attorney-at-Law representing the Company, requested an Interpretation of the above Award. The Interpretation sought is in respect of the meaning of **“normal salary at the current rate, for the position he occupied as at March 21, 2014 as full and final relief.”** In accordance with Section 12(10) of the Labour Relations and Industrial Disputes Act an Interpretation Sitting was held at the Tribunal on the 24th June, 2016 and both parties were invited to make submissions on the requested Interpretation.

INTERPRETATION:

Normal wages is as defined in Section 2(1) of the Employment (Termination and Redundancy Payments) Regulation, 1974.

2.-(1) In these Regulations, unless the context otherwise requires

“normal wages” means, in relation to any employee, the remuneration regularly paid to him by his employer as wages or commission, and includes any amounts regularly so paid by way of bonus as part of such remuneration but does not include-

- (a) any overtime wages; or*
- (b) any premium or special allowance paid-*
 - (i)...*
 - (ii)...*

DATED THIS 27th DAY OF JUNE, 2016.



Witness:

.....
Gary Lediard
Secretary to the Division

.....
Mr. Norman Wright, Q.C.
Chairman

.....
Mr. Rion Hall
Member

.....
Mr. D. Trevor McNish
Member