

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 32/2019

SETTLEMENT OF DISPUTE

BETWEEN

JERKY'S BAR & GRILL LIMITED

AND

MELISA DONALDS

AWARD

I.D.T. DIVISION

MR. DONALD ROBERTS, CD., JP.	-	CHAIRMAN
MR. ERROL BECKFORD	-	MEMBER
DR. DENESE MORRISON, JP	-	MEMBER

FEBRUARY 27, 2024

INDUSTRIAL DISPUTES TRIBUNAL
AWARDS
IN RESPECT OF
AN INDUSTRIAL DISPUTE
BETWEEN
JERKY'S LIMITED
(THE COMPANY)
AND
MS. MELISA DONALDS
(AGGRIEVED WORKER)

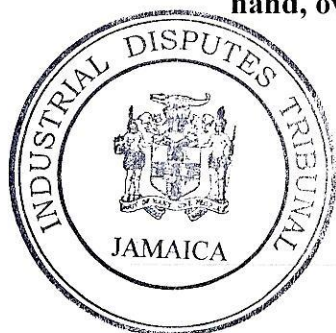
REFERENCE

By letter dated September 13, 2019 the Hon. Minister of Labour and Social Security, pursuant to Section 11A (1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 ("the Act") referred to the Industrial Disputes Tribunal ("Tribunal") for settlement, the dispute between **Jerky's Bar and Grill and Ms. Melisa Donalds** with the following Terms of Reference: -

"To determine and settle the dispute between Jerky's Bar and Grill on the one hand, and Melisa Donalds on the other hand, over the termination of her employment"

Based on objections raised at the first sitting of the Tribunal with regards to the incorrect naming of the employer as set out in the terms of reference, the Tribunal wrote to the Minister of Labour and Social Security requesting a change to the TOR. By letter dated October 30, 2020, the Minister advised of the amended terms of reference as follows:

"To determine and settle the dispute between Jerky's Limited (t/a Jerky's Bar and Grill) on the one hand, and Melisa Donalds on the other hand, over the termination of her employment"



DIVISION

The division of the Tribunal initially selected in accordance with Section 8(2)(c) of the Act to hear the dispute comprised: **Miss Sadeera Shaw, Chairman; Mr. Rodcliffe Robertson and Mr. Keith Fagan, Members.** However, the award of the Tribunal handed down on November 24, 2020, was challenged by the Aggrieved Worker, and subsequently quashed by the Supreme Court in a judgement rendered by Carr, J.: **Melisa Donalds and Industrial Disputes Tribunal, ([2023] JMSC Civ. 90).** The court ruled that the matter should be remitted to be heard before a differently constituted panel.

Consequently, a new division of the Tribunal was selected to hear and settle the dispute, comprising the following persons:

- | | | |
|----------------------------|---|------------------------------|
| Mr. Donald Roberts, CD, JP | - | Chairman |
| Mr. Errol Beckford | - | Member, Section 8(2)(c)(ii) |
| Dr. Denese Morrison, JP | - | Member, Section 8(2)(c)(iii) |

REPRESENTATIVES OF THE PARTIES

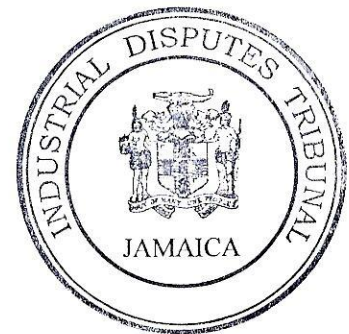
There was no representative from the **Company** during the entire proceedings.

The **Aggrieved worker** was represented by:

- | | | |
|-----------------|---|-----------------|
| Mr. Gavin Goffe | - | Attorney-at-law |
| Mr. Jovan Bowes | - | Attorney-at-law |

In attendance:

- | | | |
|--------------------|---|------------------|
| Ms. Melisa Donalds | - | Aggrieved Worker |
|--------------------|---|------------------|



SUBMISSIONS AND SITTINGS

Brief was submitted by the Aggrieved Worker, but none was received by the Tribunal on behalf of the employer. Despite its many efforts, the Tribunal was unable to have the employer or his representative attend any of the sittings. In fact, prior to the commencement of the second sitting on November 9, 2023, the Managing Director of the Company, Mr. Tor Moe, was reminded by way of a letter of the commencement of the hearing and provided with an online link; he however

advised by email at 11:07 a.m., on the date of the sitting that he was ***“unable to attend”***. Subsequent emails and telephone calls, including twice by registered mail to the Company’s registered address, did not yield any response. In one instance, the Tribunal, in a letter to Mr. Moe dated November 14, 2023, informed him of the re-scheduled sittings for February 6 and 7, 2024, and advised of the Tribunal’s powers under section 16A of the Labour Relations & Industrial Disputes Act, 1975 (“the Act”). The Act sets out the Tribunal’s right ***“...to hear an industrial dispute referred to it for settlement, on the Tribunal being satisfied that due notice of the hearing was served on a party to the dispute notwithstanding that that party fails to appear before the Tribunal.”***

At the third sitting on February 6, 2024, not having had a response from the Company or its representative, the Tribunal commenced the hearing *ex parte*. A total of five (5) sittings were held between November 8, 2023, and February 9, 2024, and four (4) exhibits were tendered along with an oral presentation.

BACKGROUND TO THE DISPUTE

1. Between 2010 and 2016 the Aggrieved Worker, Ms. Melisa Donalds (“the Aggrieved”) was employed by Jerky’s Limited (“the Company”) in the capacity of Restaurant Manager. The Company is a limited liability company, operating under the trading name, ‘Jerky’s Bar and Grill’ with registered office at Lot 29-30 Alice Eldemire Drive, Bogue, Montego Bay, in the parish of St. James.
2. Ms. Donalds alleged that she raised several concerns regarding the working environment at the Company with Mr. Tor Moe, the Managing Director, which she said negatively affected the relationship between herself and the directors of the Company. She was able to negotiate with her employer an increase in remuneration sometime around July 2016. In August, 2016, Ms. Donalds requested a further increase in remuneration and thereafter received a letter from Mr Tor Moe terminating her services on the basis of, among other things, ***“irreconcilable differences”***.
3. Ms. Donalds engaged the services of Nigel Jones & Company, attorneys-at law, who wrote to the Company challenging the termination. The Company, through its attorney, replied, offering reinstatement with full pay and benefits, and requested that she report to work at a

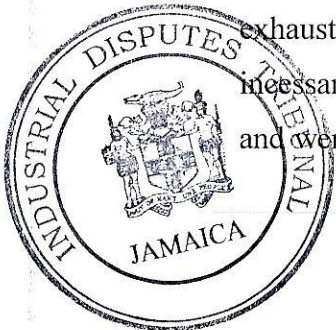


particular date. Ms. Donalds' attorneys subsequently wrote to the Company declining the offer of reinstatement and recommending instead monetary compensation.

4. The parties were unable to resolve the dispute at the local level, and so the matter was referred to the Ministry of Labour and Social Security for conciliation. The efforts at conciliation did not result in a resolution and as a consequence a referral was made to the Industrial Disputes Tribunal for settlement.

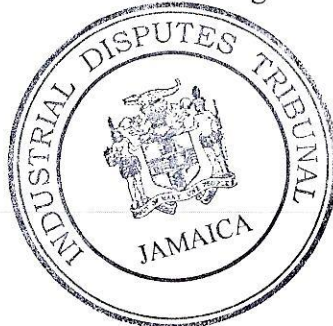
THE AGGRIEVED WORKER'S CASE

5. Ms. Donalds, in providing testimony on her own behalf, told the Tribunal that she began working at Jerky's Limited on May 24, 2010, as Restaurant Manager. She said she reported both to Mrs. Ceri Moe, one of the shareholders responsible for finances, and Mr. Tor Moe, who had overall responsibility for the operations. In the early part of 2011, Ms. Donalds stated that Mrs. Moe vacated the position which ended up with her reporting solely to Mr. Moe.
6. In her further evidence, Ms. Donalds stated that Mr. Moe had sole responsibility for spendings, and as Restaurant Manager she had no authority to spend monies, and therefore had to report matters to him that involved expenditures.
7. According to Ms. Donalds, consequent on the departure of Mrs. Moe, contact with Mr. Moe became less frequent as he would normally come to the office in the mornings, check on the operations and then depart; any further contact with him she stated was either via phone or email.
8. She asserted that the office was relocated to the storage area on the upper floor of the building after Mrs. Moe's departure. The storage area, Ms. Donalds alleged, contained liquors, food boxes and other items of goods, and the office shared space with the dry storage area which could only be accessed through the said office entrance.
9. She asserted that there was poor ventilation in the storage/office area, as well as a defective exhaust system, resulting in workers, as well as customers, being negatively affected by the incessant smoke emanating from the kitchen. Employees would constantly complain to her and were frequently absent from work due to illness. Further in her testimony she averred



that the building became infested with insects and pests, which exposed the staff to even greater health risks. Three major fires, she asserted, occurred during her time at the Company.

10. Ms. Donalds said she began complaining to Mr. Moe about the dangers arising from the health hazards during the latter part of 2011 either at the weekly meetings held with him or through the preparation of weekly reports in the absence of meetings. She said she did not have the authority to carry out the expenditures needed to correct the problems as Mr. Moe had full authority over all spendings.
11. Ms. Donalds contended that because of her regular complaints about the poor working conditions she believed the shareholders harboured some amount of resentment towards her, which led to the conflict between herself and them during the weekly meetings, at which they became abusive and aggressive towards her, creating what she describes as “a hostile environment.”
12. Ms. Donalds said sometime around July 2016 she negotiated a salary increase with Mr. Moe which resulted in her annual salary moving from \$2.5 million to \$3.5 million. Ms. Donalds acknowledged that in August 2016 she requested an additional pay increase to cover the period of one week to fill in for the Inventory Clerk who was off on sick leave. She disclosed that she had applied for and had the approval of management to proceed on vacation leave but was unable to do so at the time because she had to fill in for the inventory clerk and was given a list of objectives to perform for which she was being closely monitored.
13. It is the further evidence of Ms Donalds that while at the office on August 16, 2016, at around 7:00 p.m., she received a letter terminating her services. The letter mentioned “*irreconcilable differences*” existing between her and Mr. Moe, which she claimed could only have meant they were not seeing ‘eye-to-eye’ on some matters. She averred that having been told in the past that her services were appreciated, the termination letter left her with a feeling of embarrassment and caused her to quietly leave the premises. She reached out to Mr. Moe via email to discuss her final payments before contacting a lawyer.



14. Her lawyer wrote to Jerky's Limited protesting the dismissal as unfair, demanding that the letter of termination be withdrawn, Ms. Donalds be allowed to resign, and that she be adequately compensated. [see exhibit 2]. Ms. Donalds said that she received a letter from the attorney representing the Company offering reinstatement with effect from August 17, 2016 and indicating that she was to report to work on Monday, September 12, 2016 at 8:30 am. She informed the Tribunal that she did not report for work but instead had her lawyer wrote to the Company communicating her intention to not accept the offer of reinstatement.
15. Immediately after her termination Ms Donalds testified that she submitted applications for similar positions to several companies but was unable to secure a job because the manner of the termination "*had created an issue*". She said she resurrected her company, Nemax Global, that specialises in accounting and management services. She said between 2017 and 2023 the gross earnings from the company were between \$5.0 and \$5.5 million, and that an estimated \$2 million would have been earned as net profit in 2023.

ISSUES

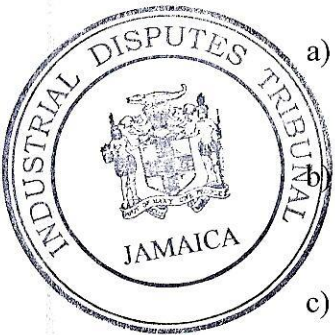
16. The Tribunal formed the view that the issues for consideration are based on the following:
- (i) Whether the Company had probable cause to terminate the services of Ms. Donalds in the first instance;
 - (ii) Whether Ms Donalds' refusal to accept the offer of reinstatement was nugatory since the Company had effectively withdrawn the dismissal by offering to restore her employment status without any loss of earnings;
 - (iii) In the event the evidence leads to the unjustifiability of Ms. Donalds' dismissal, what considerations should be taken into account regarding the mitigation of her loss.




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Whether the Company had probable cause to terminate the services of Ms. Donalds in the first instance

17. Acceptable reasons for dismissals are limited by the statutes governing employment relations in Jamaica, namely, the Employment Termination and Redundancy Payments Act and the Labour Relations & Industrial Disputes Act. The reasons for dismissals are primarily based on redundancy and conduct respectively. Where a dismissal occurs and is being challenged by the aggrieved worker, it is the employer to whom the burden rests to show that the dismissal was fair. **Halsbury's Law of England, 4th edition, volume 16**, provides clear guidelines for the Tribunal to follow. It states that the employer *"must show what was the reason (or, if there is more than one, the principal reason) for the dismissal; and he must also show that it was a reason which the law regards as acceptable; and that the circumstances, having regard to equity and the substantial merits of the case, he acted reasonably in treating it as a sufficient reason for dismissing the employee."* [page 413].
18. In the case at bar, the Tribunal was deprived of the benefit of hearing the Company's side of the dispute due to their failure to attend the proceedings, and thus, their obligation to discharge their responsibility to prove that the dismissal of Ms. Donalds was fair. The Tribunal in their absence, however, exercised its powers under section 16A of the Labour Relations and Industrial Disputes Act, and commenced proceedings from which it has rendered an *ex parte* award. The decision to go *ex parte* was based on the following:
- a) The unfailing efforts of the Tribunal to ensure that proper communication was issued to the Company before the commencement of each sitting;
 - b) The efforts made to determine whether the absence of the Company's representative(s) was with or without sufficient cause; and
 - c) The substantial likelihood that the Aggrieved Worker would have succeeded on the merits of the dispute.
19. The absence of the Company from the proceedings did not preclude the Tribunal, in exercising its original jurisdiction, from enquiring into the facts of the case strictly on the basis of merits. The decision would have been established on whether in the circumstances the Company (employer) had reasonable grounds on which to base the belief that Ms. Donalds was guilty of misconduct sufficient to warrant summary dismissal.



20. The reason(s) for Ms. Donalds' dismissal was enclosed in a letter to her dated August 16, 2016, from the Managing Director, Mr. Tor Moe. The letter to Ms. Donalds is set out in its entirety below:

"Melisa Donalds

Dear Madam,

Your demeanour and actions of late, indicate a resentment towards Jerky's Limited and a seeming lack of understanding of a manager's duties. In addition, you have a tendency to overreact to the simplest of criticisms or directives which makes it difficult to have any sort of concise, objective discussion with you. A request for a meeting with you before you went on holiday, ended up in you implying that we thought your health to be unimportant, and an innocuous discussion being deemed authoritative and harsh by you.

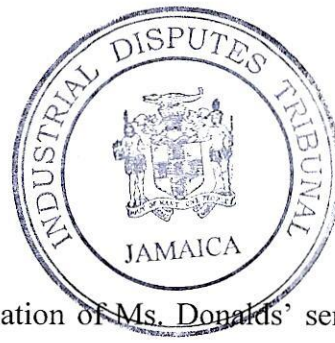
A few weeks ago we gave raises to staff, and we were in discussions with you as to what your salary increase would be. These discussions started on July 8, 2016. During these discussions you indicated you felt that you had not been compensated adequately for your efforts in the past, and said you would have been better off if you had spent the past few years doing something on your own instead of working for Jerky's. You then claimed that Jerky's had ruined your reputation, despite the fact no one has ever asked you to do anything against your indicated wishes, or even anything that could be considered out of the ordinary.

After having received the most significant pay-rise of your tenure at Jerky's, you requested extra remuneration on August 11, 2016, for taking on the duties of an employee who was absent from work. We find this request to be diametrically opposed to the long term pathway of success of the organisation. A manager is expected to fill in from time to time when unusual circumstances occur. In addition requesting such remuneration after the fact and at the manager's rate is totally unfounded. We find that your dissatisfaction with your remuneration is detrimental to what we visioned a cohesive management team of the organisation should be. Clearly you believe you are not being compensated adequately, and we are unable to justify any further increase.

There are irreconcilable differences between us, hence we have no choice but to terminate your services effective immediately. We thank you for your years of service and wish you the best in your future endeavours. We are willing to meet with you and would arrange a meeting for the 19th of August, 2016 at 10:00AM if you so wish. You are entitled to bring a representative with you to the meeting. Your outstanding pay will be available by August 20, 2016.



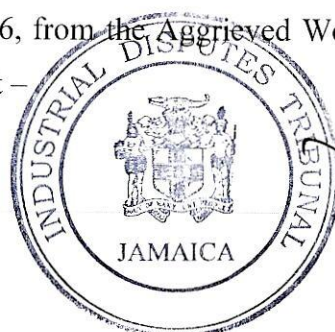
Sincerely
Jerky's Limited
Tor Moe (signed)



21. Under closer examination, the basis for the termination of Ms. Donalds' services remain unclear. Reference was made in the dismissal letter to a number of possible causes, namely: her "*demeanour and action*", but no particulars were provided of this; the dissatisfaction with her remuneration, which led the managing director to conclude that the level of dissatisfaction was 'detrimental to a cohesive management team' as envisioned by the company; and 'irreconcilable differences between them', which calls for speculation as to whether this was solely about the remuneration, or there were other issues having to do with Ms. Donalds' reported claim about the environmental hazard and its impact upon the health and well-being of her and the staff.
22. Needless to say, none of the claims set out in the letter of dismissal would be tantamount to *faute grave* or *faute lourde*, or, without more, to any reasonable cause upon which disciplinary action could be contemplated. Authoritative sources in the field of Human Resource Management regard 'gross misconduct' as unacceptable and improper behaviour that warrants summary dismissal. Section 22 (ii)(b) of the Labour Relations Code ("the Code") states that "***no worker should be dismissed for the first breach of discipline except in the case of gross misconduct;***" and such conduct, as to be defined as 'gross misconduct' would be, but not limited, for example, to acts of theft, fraud, or vandalising the company's property. And the question of *faute lourde* is seen as gross negligence bordering on incapacity, that is, Ms. Donalds' lack of ability to perform her functions under the terms of her contract.
23. The first hurdle for the Company was to present a legitimate reason for the decision to dismiss Ms. Donalds. The letter of dismissal did not show that the 'reason' for the dismissal fell within the scope of 'potentially fair reasons for dismissal.' On this score they have determinedly failed; and the Tribunal's findings, thus, that the employer had no reasonable ground upon which to harbour the belief that Ms. Donalds had misconducted herself in such a manner as to warrant her summary dismissal.

Whether Ms. Donalds' refusal to accept the offer of reinstatement was nugatory since the Company had effectively withdrawn the dismissal by offering to restore her employment status without any loss of earnings

24. Ms. Donalds had contested her dismissal on the grounds that it was unfair. The letter from her attorney to Mr Moe, dated August 25, 2016, argued that her dismissal *"...was done in contravention of section 22 of the Labour Relations Code ("the Code")"*, and that *"the Code outlines specific procedures that must be followed when an employer decides to take disciplinary action against an employee including termination."* [See exhibit 2].
25. We unequivocally agree. Section 22 of the Code, which deals with Disciplinary Procedure, states that *"fair and effective arrangements"* should exist for dealing with disciplinary matters. It goes on to state that the procedure should -
- "...(b) indicate that the matter giving rise to the disciplinary action be clearly specified and communicated in writing to the relevant parties;*
- (c) give the worker the opportunity to state his case and the right to be accompanied by his representatives;*
- (d) provide for a right of appeal, wherever practicable, to a level of management not previously involved..."*
26. The company's letter of September 8, 2016, in response to Ms Donalds' unfair dismissal claim is striking. It offers to reinstate her, indicating that she *is "required to return to work with full pay and benefits as of August 17, 2016..."* and further *"...to report to work on Monday, September 12, 2016 at 8:30 am"*. The Tribunal finds that the offer of reinstatement demonstrates the employer's admission that its action was arguably wrong, and its decision to terminate the service of Ms. Donalds was reached without the elementary rules of natural justice being applied. We need, therefore, not belabour the point since on the evidence, the dismissal was plainly in breach of the principles of natural justice and a failure to observe due process.
27. The facts also bear out Ms. Donalds' unmistakable desire, as set out in the August 25, 2016 letter, that her wish was to be compensated, not reinstated. That point was reinforced in a subsequent letter dated September 12, 2016, from the Aggrieved Worker's attorney to the company's attorney. The letter reads in part -

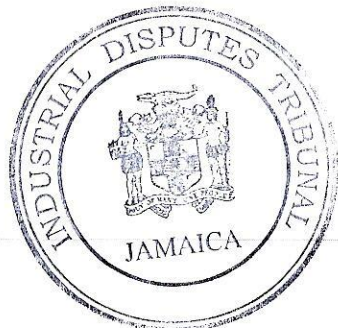


“... our client is not interested in entertaining your client’s offer of reinstatement as we view the same as nothing but an endeavour by the Company to right its wrongs and thereafter terminate our client in any event. However, for the removal of any doubt, the writer uses this medium to unequivocally decline on behalf of our client any offer for reinstatement that is being made by your client.”

28. It is important to point to the dicta of Carr J. (supra) on this matter, which appeared before her. In her judgement she noted the following in respect to the restoration of a contract once terminated:

“It is settled law that a contract of employment once terminated cannot be unilateral restored. In the case of Harris v Russell v. Slingsby, an employee gave his employer one month’s notice terminating his employment. The employer accepted the notice and subsequently summarily dismissed the employee. The employee brought an action for unfair dismissal. The Tribunal awarded compensation on the basis that during the period between the delivery of the notice and the dismissal, the employee could have withdrawn his notice of termination. The court held, “where one of the parties to a contract of service gave notice terminating the contract, that party could not therefore unilateral withdraw the notice”. Although it was open for the other party to agree to the withdrawal of notice, in the absence of agreement, the notice would stand and the contract would terminate on the effluxion of the period of notice.”

29. In a 2011 judgement in the Court of Appeal [UK] involving CF Capital Plc v. Catherine Willoughby, the learned judge opined that an opportunity could certainly exists for the withdrawal of a letter of termination once the employer can *“satisfy the recipient that he never intended to give it in the first place that, in effect, his mind was not in tune with his words”*, failing which once the worker has accepted the notice of termination the employer *“could not unilaterally withdraw it.”* This, indeed, was the case. This it seems was a carefully crafted letter, which provided not the slightest indication that Mr. Moe never intended to terminate Ms Donalds’ services or that “his mind was not in tune with his words.”



30. The letter of August 25, 2016, from Ms. Donalds' attorney-at-law argued that Ms. Donalds *"...is deserving of compensation for unjustifiable dismissal"*, which did not indicate an interest in reinstatement; and further argued in the letter of September 12, 2016, that the offer of reinstatement is, in their opinion, *"nothing but an endeavour by the Company to right its wrongs and thereafter terminate our client in any event."* From an objective view, and moreso, in light of the opinion of Carr, J., Ms. Donalds' termination would remain in effect as the offer of reinstatement was not accepted.
31. It is therefore the considered opinion of the Tribunal that having regarding to the substantial merit in the procedural points presented to the Tribunal on behalf of the worker, the dismissal cannot be justified.

In the event the evidence leads to the unjustifiability of Ms. Donalds' termination, what considerations should be taken into account regarding the mitigation of her loss

32. It is important for the Tribunal to assert, within the statutory regime provided for in the legislation, that its decision must be guided by **"...concepts of fairness, reasonableness, co-operation and human relationships..."**. These are conceptions, the former President of the Court of Appeal, the Hon. Justice Carl Rattray persuasively argued, were unique to the Tribunal and was never contemplated by the common law. [See Rattray, P. **Village Resorts Limited v. Industrial Disputes Tribunal and Uton Green**].
33. The award of the Tribunal in relation to the dismissal of a worker is set out in section 12(5)(c) of the LRIDA. The section contemplates the following:

"If the dispute relates to the dismissal of a worker the Tribunal, in making its decision or award –

- (i) may, if it finds that the dismissal was unjustifiable and that the worker wishes to be reinstated, then subject to subparagraph (iv), order the employer to reinstate him, with payment of such wages, if any, as the Tribunal may determine;*
- (ii) shall, if it finds that the dismissal was unjustifiable and that the worker does not wish to be reinstated, order the employer to pay the worker such compensation or to grant him such other relief as the Tribunal may determine...." [our emphasis].*



34. In relation to the Code, it is the view of the Tribunal that its tendency and effect amounts to a recognition of a man's job being 'akin to his property.' The relevant section is worth reiterating –

“The Code recognises the dynamic nature of industrial relations and interprets it in its widest sense. It is not confined to procedural matters but includes in its scope human relations...”

“Recognition is given to the fact that management in the exercise of its function needs to use its resources (material and human) efficiently. 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...”

35. Lord Hoffman, in **Johnson v Unisys** [2001] puts it eloquently when he opined that:

“... over the last 30 years or so, the nature of the contract of employment has been transformed. It has been recognised that a person's employment is usually one of the most important things in his or her life. It gives not only a livelihood but an occupation, an identity and a sense of self-esteem...”

36. It is patently clear that the Statute provides the Tribunal with the powers to **“...order the employer to pay the worker such compensation or to grant him such other relief as the [Tribunal] may determine...”**. At common law, the declaration of Sykes, J (as he then was) is that **“no court can tell the IDT what weight to give to any fact or inference drawn from a fact...”** [**NCB v. Jennings**]. We therefore contend that the Tribunal is on safe ground to examine common law principles and previous IDT rulings to guide its decision in relation to its award.

37. In summary, the Tribunal is of the view that section 12(5)(c)(ii), in its proper construction, allows for the making of an award, which does not violate the Wednesbury principle of reasonableness. Williams, J, in his judgement in the case of **Garnett Francis v. IDT and Private Power Operators**, [2012] JMSC Civil 55, noted that there exist –

“...a discretion entrusted to the Tribunal where the level of quantum of compensation is concerned; and it is a wide and extensive discretion... reveals no limit or restriction placed on the exercise of the discretion and no formula, scheme or other means of binding or guiding the Tribunal in its determination of what



might be a level of compensation or other relief it may arrive at as being appropriate.” [page 21)

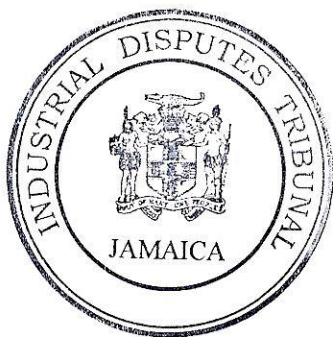
38. In making an award of compensation to be paid by the employer to a dismissed worker, Halsbury’s Law of England, 4th Edition provides four (4) headings to include: (i) immediate loss of earnings; (ii) the manner of dismissal; (iii) future loss of wages; and (iv) loss of protection in respect of unfair dismissal. Not all of the above headings would apply to Ms Donalds in light of the fact that she took reasonable steps to mitigate her losses by resurrecting her business venture. To be clear, notwithstanding counsel’s pleadings, neither the claim asserted nor the relief requested can relieve the Tribunal of its burden to ensure that the award is neither punitive nor seen in the light of a reward.

AWARD

39. Accordingly, in exercise of the powers conferred by Section 12(5)(c) of the Act, the Tribunal finds as follows:

- (a) Ms. Melisa Donalds was unjustifiable dismissed by her employer, and orders that,
- (b) Ms. Melisa Donalds is to receive compensation in the amount of Five Million Dollars (\$5,000,000.00)

Dated this 27th day of February, 2024



.....
Mr. Donald Roberts, CD, JP
Chairman

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Mr. Errol Beckford
Member

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Dr. Denese Morrison, JP
Member

Witness:

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Mr. Mario King
Secretary of the Division