

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 6/2017

SETTLEMENT OF DISPUTE

BETWEEN

JAMAICA URBAN TRANSIT COMPANY LIMITED

AND

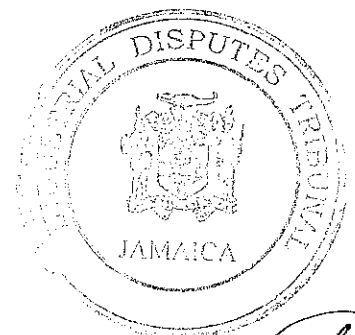
MS. ANTOINETTE THWAITES

AWARD

I.D.T. DIVISION

MR. CHARLES JONES, CD, JP	-	CHAIRMAN
MR. ERROL BECKFORD	-	MEMBER
MR. FREDRICK EVANS	-	MEMBER

NOVEMBER 30 2021



INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**JAMAICA URBAN TRANSIT COMPANY LIMITED
(THE COMPANY)**

AND

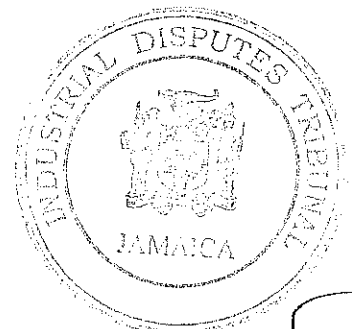
**MS. ANTOINETTE THWAITES
(THE AGGRIEVED WORKER)**

REFERENCE:

By letter dated November 14, 2017 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, the following Terms of Reference, the industrial dispute described therein:-

The Terms of Reference were as follows:

"To determine and settle the dispute between Jamaica Urban Transit Company Limited (JUTC) on the one hand and Ms. Antoinette Thwaites on the other hand over the termination of her 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, CD, JP	-	Chairman
Mr. Errol Beckford	-	Member, Section 8(2) (c) (ii)
Mr. Fredrick Evans	-	Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

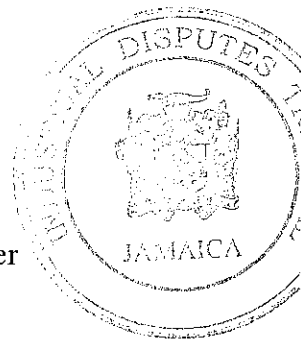
Mr. Gavin Goffe	-	Attorney-at-Law
Mr. Matthew Royal	-	Attorney-at-Law
Ms. Deidre Coy	-	Legal Officer
Ms. Shackera Johnson	-	Legal Officer
Ms. Kimberlee Dobson	-	Legal Officer

The **Aggrieved Worker** was represented by:

Ms. Lilieth Deacon	-	Attorney-at-Law
Ms. Keisha-Ann Thompson	-	Attorney-at-Law
Ms. Tia Austin	-	Attorney-at-Law

In attendance

Ms. Antoinette Thwaites	-	Aggrieved Worker
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SUBMISSIONS AND SITTINGS:

Briefs were submitted by both parties who made oral submissions during eighteen (18) sittings held between January 7, 2020 and October 15, 2021.

HEARING OF THE DISPUTE:

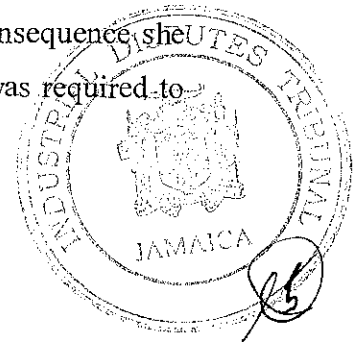
The dispute was referred to the Industrial Disputes Tribunal on November 14, 2017. The delay in completing the hearing in this matter was due to changes both in the composition of the Division of the Tribunal hearing the matter, as well as the Tribunal having to commence the matter de novo on January 7, 2020. This is in keeping with the provisions of Section 8(4) of the Labour Relations and Industrial Disputes Act. There were also changes with the legal representatives of the Company.

BACKGROUND TO THE DISPUTE:

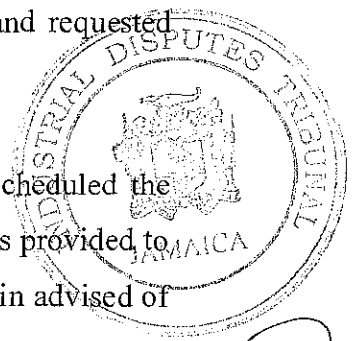
1. The Jamaica Urban Transit Company Limited (JUTC) hereinafter called the Company is a wholly owned public transportation entity of the Government of Jamaica registered under the Companies Act of Jamaica with corporate offices situated at Michael Manley Drive, Twickenham Park, Spanish Town in the parish of St. Catherine. The Company is charged with the primary responsibility of transporting the commuting public in the Kingston Metropolitan Region.
2. Ms. Antoinette Thwaites was initially employed by the Company as an Accounting Clerk from May 2008 to July 2011. In August 2011, she was promoted to the position of Procurement Officer where she served for two (2) years. She was subsequently employed on a three (3) year fixed term contract effective February 1, 2014 to January 31, 2017 as a Procurement Manager.
3. The Company terminated Ms. Antoinette Thwaites' contract of employment by way of letter dated October 11, 2016. Ms. Thwaites protested her dismissal and engaged the services of Ms. Lilieth Deacon, Attorney-at-Law who sought the Ministry of Labour and Social Security's intervention. There was no resolution and hence, the matter was referred to the Industrial Disputes Tribunal for determination and settlement.

THE COMPANY'S CASE:

4. Mr. Gavin Goffe, Attorney-at-Law representing, the Company, in his opening address stated that he would be reading primarily from the Company's Brief.
5. The Jamaica Urban Transit Company (JUTC), a state company is bound by government guidelines. Ms. Thwaites was engaged as the procurement Manager on a fixed term contract from February 1, 2014 to January 1, 2017.
6. The JUTC scheduled an audit of the procurement department on or about June 20, 2016. Miss Thwaites was informed of the audit in writing and as a consequence she was required to remain off duty with full pay during that period, but was required to make herself available to provide any necessary clarifications.



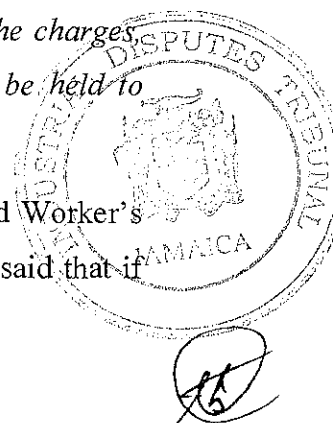
7. On June 20, 2016, the JUTC sent Ms. Thwaites an email advising that the personal information number (PIN) password was needed to access the iPad. She was again written to on June 23 advising her that the Company was trying to contact her without success.
8. In the letter of June 23, 2016, Ms. Thwaites was also advised that she was required to attend the office of the JUTC on June 28, 2016, to respond to pertinent questions relating to the audit. Ms. Thwaites met with Mrs. Diana Satterthwaite on June 28, 2016. Mrs. Satterthwaite did not obtain the appropriate responses from Ms. Thwaites regarding the enquiries including the request for the password.
9. On or about September 19, 2016, the JUTC wrote to Ms. Thwaites advising her that the audit had been completed and a copy was sent to her. A decision was taken by the Company to invite Ms. Thwaites to a disciplinary hearing to answer the following charges:
 - Committing material breaches of her duties and obligations.
 - Providing false information in response to the request by the Company.
 - Commits an act of dishonesty
 - Breach of Government Procurement Guidelines
10. She was advised that the hearing was scheduled for Wednesday, September 28, 2016, at the Corporate Offices of the JUTC commencing at 10:00 a.m. and that she could bring a representative with her.
11. Mr. Goffe in continuing stated that the time difference between September 19, 2016 - the date on which Ms. Thwaites was written to and September 28, 2016, was not an inordinately short notice. On September 23, 2016, five (5) days before the scheduled hearing, Ms. Thwaites sent an email stating that the notice was short and requested additional documentation in relation to the audit exercise.
12. On September 26, 2016, the Company responded to her email and rescheduled the hearing for October 7, 2016. The additional documentation requested was provided to her on September 28, 2016, and on that same date Ms. Thwaites was again advised of



the invitation to attend the rescheduled disciplinary hearing on October 7, 2016, to answer the charges in regard to the audit findings.

13. Mr. Goffe further submitted that *"without any communication from Ms. Thwaites she failed to attend the hearing which was scheduled or rather rescheduled for Friday, October 7, 2016. At 10:00 a.m."* Efforts were made to contact Ms. Thwaites on the day but to no avail. There was no challenge from the aggrieved or her representative, that the letter of September 28, 2016, rescheduling the hearing was received by her.
14. Efforts to contact Ms. Thwaites on October 7, 2016, were to no avail and at 10:20 a.m. the hearing proceeded in her absence. Having reviewed all the evidence that was available to the Company at the time, it was concluded that Ms. Thwaites was guilty of all the charges and a decision was taken to dismiss her.
15. On October 11, 2016, the JUTC wrote to Ms. Thwaites advising her that based on the findings and the conclusion coming out of the disciplinary hearing, the Company had lost trust and confidence in her as an employee and had taken the decision to terminate her services with immediate effect on that same date.
16. On or about October 11, 2016, the JUTC received a letter via fax from Taylor Deacon and James Attorneys-at-Law advising that they were representing Ms. Antoinette Thwaites, and further stating that they had seen the letter of September 28, 2016. They requested additional information and suggested possible dates for the disciplinary hearing. This letter, Mr. Goffe pointed out was sent days after the hearing was held.
17. On October 19, 2016, a letter of appeal was sent to the Company to which the Company responded on January 17, 2017, stating as follows:

"... at the hearing you stated that the appeal was on the grounds that Ms. Thwaites was not given an opportunity to defend herself against the charges this was not given a fair hearing and requested that a hearing be held to provide her with such opportunity..."
18. He stated further that there was only one issue disclosed in the Aggrieved Worker's Brief and that it was the same issue which was the ground of appeal. He said that if



the Counsel for the Aggrieved had spoken to matters such as procurement guidelines and whether there was a justification for the charges themselves, he would want to be able to bring a witness to deal with that aspect.

19. Mr. Goffe in his continuing submission stated that *"the only ground of appeal was the ground of due process and not being afforded an opportunity to defend herself, nothing else"*

20. Mr. Goffe continued - *"... What I am dealing with is the issue of Natural Justice to my client and saying that in a circumstance where someone does not attend their hearing and come to the IDT and say I reserve the right to advance additional arguments and say things that I did not say before you that that raises a Natural Justice issue for the Tribunal and for the employer because the employer goes first, it's a simple matter of procedure."*

21. Mr. Goffe stated that at the last sitting when asked about the grounds and the nature of the dispute, Counsel referred him to paragraph 21 in the Brief for the Aggrieved which read:

"We reserve the right to make further submissions and to cite such cases as considered appropriate"

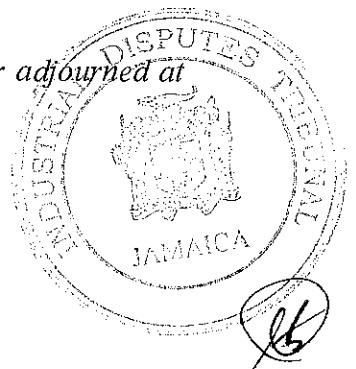
22. He concluded his Opening Remarks as follows:

"... so the JUTC's position, paragraph 30, it did not unfairly or unjustly dismiss Ms. Thwaites as:

- a) She was given notice and details of the allegations made against her in the letter dated 19th September, 2016, and*
- b) she was given an opportunity to be heard and respond to the allegations raised as follows:*

(i) By way of a hearing set for 28th of September adjourned at her request;

(ii) Hearing set for 7th October, 2016



(iii) *The appeal which was heard on the 21st of December, 2016*

(c) *Ms. Thwaites was given ample notice of the disciplinary hearings as follows:*

1) *Letter dated 19th September.*

2) *Email dated 27th September and another letter dated 28th September.*

23. The JUTC's position was that Ms. Thwaites had refused and/or neglected to attend the hearings and therefore chose not to be heard or to answer the allegations against her and so she could not then claim the JUTC had failed to provide her with an opportunity to state her own case.

24. Mr. Goffe indicated that he would have been calling one witness to deal with the one issue in dispute.

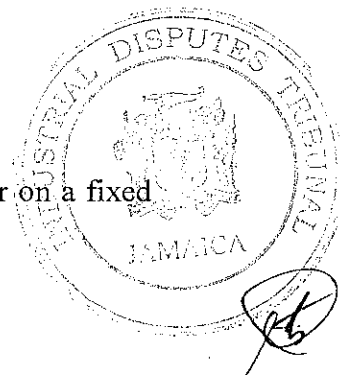
25. At the next sitting of the Tribunal, Mr. Goffe in concluding his Opening Submission stated as follows:

"It is our position, Mr. Chairman, these documents speak for themselves. And in the circumstances, there is no need for us to call a witness. We thank our friend for her cooperation and say that that is our case, Sir, subject, of course, to the request that I had made earlier. If there is any evidence brought by my friend which is outside of what is contained in our brief, I would seek permission to call a rebuttal witness then. That is the case for the Company, Mr. Chairman."

26. The Chairman informed Mr. Goffe that his request had been duly noted and would be considered if necessary at the appropriate time.

THE AGGRIEVED WORKER'S CASE:

27. Ms. Thwaites was employed to the Company as the Procurement Manager on a fixed term contract from February 1, 2014 to January 31, 2017.

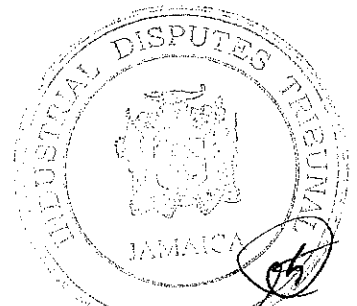


28. By letter dated September 19, 2016, the company wrote to Ms. Thwaites inviting her to attend a hearing on September 28, 2016 to answer to a number of disciplinary breaches, which she (Ms. Thwaites) was advised had emerged from the outcome of an audit of the Procurement Department for which she was responsible. The charges were as follows:

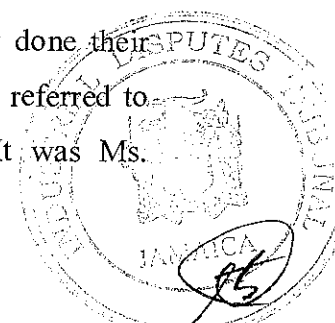
- 1) *"Committing material breaches of your duties and obligations*
- 2) *Providing false information requested by the Company*
- 3) *Commits an act of dishonesty*
- 4) *Breach of Government Procurement Guidelines "*

29. Ms. Thwaites responded by email dated September 23, 2017, indicating that the date set for the hearing would not be convenient as the time period was too short. She informed them that the documentation that they referred to were not provided and the ones provided were not clear and as such requested all documentations which she thought would assist her in answering the charges. The charges she said were considered quite serious as they seemed to question her honesty and could threaten the security of her job. She also wanted to seek legal advice and have a representative attending with her at the hearing.

30. Subsequently, Ms. Thwaites received a telephone call from the HR Manager who told her that she would receive a letter from the Company notifying her of the date for the hearing. On October 7, 2016, she checked and saw the email dated September 26, 2016, from the Company informing her that the hearing would be held on October 7, 2016. Ms. Thwaites said that she was not aware of the email as she was off the job and was experiencing phone challenges. On receipt of the email on October 7, 2016, Ms. Thwaites said that she immediately forwarded same to her Attorney-at-Law. Ms. Thwaites in examination-in-chief testified that she also contacted Ms. Yanetta Brown from the HR Department and informed her that she would be unable to attend the hearing. She further testified that on October 7, 2016, she was still not in receipt of documents that she had requested for the hearing.

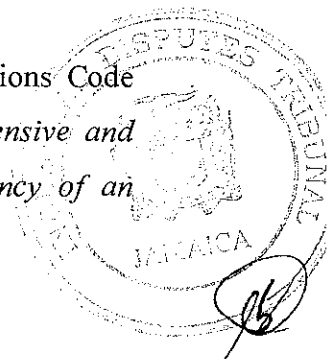


31. It is Ms. Thwaites' evidence that on October 7, 2016, a relative of hers was contacted by the Company, and the relative told them that she (Thwaites) would not be able to attend on October 7, 2016. By letter dated October 10, 2016, Ms. Thwaites' Attorney-at-Law wrote to the Company requesting a date for the hearing and indicated that October 7, 2016, would not have been a convenient date for the hearing and as such proposed some possible dates. The Company in the absence of Ms. Thwaites convened the hearing and notwithstanding the letter of October 10, 2016 sent to the Company, terminated her contract of employment. Her contract of employment was terminated on the basis inter alia that she had failed to attend the meeting on October 7, 2016. She was found guilty of all the alleged charges and her services terminated with immediate effect.
32. Ms. Thwaites' Attorney wrote to the Company on October 19, 2016, informing them that they would be appealing the decision of the Company. The Appeal was granted and a meeting convened on December 21, 2016 where the decision of the Disciplinary Hearing was upheld.
33. Ms. Thwaites contended that she was unjustifiably dismissed as the allegations against her were outside the remit of her responsibility. Ms. Thwaites through her Attorney submitted that the Company sought to ascribe more power to her than what her job allowed within the construct of the establishment and procedures for signing off on purchases.
34. Ms. Thwaites further contended that the Company's position in terminating her after an ex-parte hearing in the face of such serious allegations is very unreasonable as they did not give her an opportunity to be heard. They have not proven on a balance of probabilities, that she (Thwaites) had authority or was the "cog in the wheel" when it came to purchasing. It was Ms. Thwaites evidence that all purchases had to be authorised by the Internal Procurement Committee.
35. Counsel for the aggrieved submitted that Ms. Thwaites was terminated based on allegations which could have been easily refuted, and had the Company done their research they would have found that all of the Purchase Orders that they referred to were on their records and were never authorized by Ms. Thwaites. It was Ms.



Thwaites' evidence that for quotes sent off to suppliers the Deputy Managing Director of Finance would have to sign off on same. She said that there was a *limit of authority* which listed the signing authority of the various managers in respect of the threshold. The Procurement Manager did not fall under the "*limits of authority*" in regards to authorizing purchase orders, neither did she in her capacity as Procurement manager contract suppliers as it fell outside the remit of her portfolio. Ms. Thwaites denied the allegations made by the Company stating that they were false.

36. Counsel for the aggrieved submitted that Ms. Thwaites testified that she did not commit any act of dishonesty as the blue surge extension, 15 gallon fish tank and contents, brown wall clock and 2 bamboo plants in clay container were all owned by her. Ms. Thwaites through her Attorney submitted that if the Company had the decency or the interest of their employee at heart, they would have ensured that she was accorded the dignity and the respect she deserved.
37. Counsel for the Aggrieved submitted that the Company was too quick to suspect and rush to judgement, as a certain Purchase Order showed that there were errors in the Company's procurement system which was no fault of her client. Ms. Thwaites maintained that the allegations were false and that she could not have breached any of the Company's rules as she did not have the final say with respect to purchase orders. She was just a cog in the wheel that sent off the purchase orders to be approved by senior authorities and then they were sent back to her to be ordered. The Company's process was flawed and they tried to put these flaws on her to which she had no opportunity to respond.
38. It was the contention of Ms. Thwaites that she was not provided adequate opportunity to have the matter raised against her ventilated in an objective way. The employer has an obligation to give the employee an opportunity to be heard which is consistent with the principles of natural justice and that she was not afforded this fundamental principle as the Company had an ex-parte hearing.
39. Ms. Deacon in her submission referred to Section 9 of the Labour Relations Code under the rubric ***Employment Policies which*** states that *clear, comprehensive and non-discriminatory employment policies are an indication of the efficiency of an*

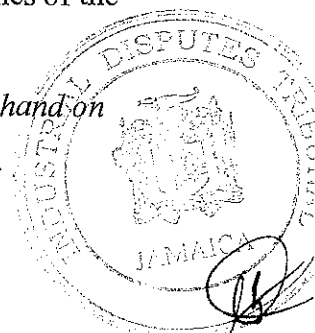


undertaking. The initiation of such policies is primarily the responsibility of employers, but they should be developed in consultation or negotiation with workers or their representatives.

40. Since Ms. Thwaites' termination she has gone on many interviews and has submitted numerous resumes but was not successful.
41. Ms. Thwaites' Representative asked that the Tribunal find that Ms. Thwaites was unjustifiably dismissed and that an award be made in accordance with Section 12(5)(c) of the Labour Relations and Industrial Disputes Act.

COMPANY'S CASE REOPENED:

42. The Tribunal agreed for the Company to call a rebuttal witness in keeping with the request made by the Company's Attorney, Mr. Goffe in his Opening Statement.
43. The Company then called Miss Marcia Hamilton, Deputy Managing Director, Finance and Corporate Planning as a witness.
44. Miss Hamilton testified as follows:
- She has held the post of Deputy Managing Director, Finance and Corporate Planning at the JUTC since January 2009 at which time the name of the post was Vice President. This was changed in 2013.
 - When she joined the Company Ms. Thwaites was an Accounting Clerk in the Payables Department which Department reported to her.
 - Ms. Thwaites joined the Purchasing Unit in August 2011 as the Purchasing Officer and was appointed to act as Purchasing Manager in November 2013. The title of this post was changed to Procurement Manager in February 2014.
 - She (Miss Hamilton) had oversight of the Purchasing Manager who is responsible to ensure that procurement for the Company is carried out throughout that department in keeping with the Procurement Guidelines of the Government of Jamaica.
 - The Managing Director had responsibility for the "*actual day to day hand-on work of each department*") and including the Purchasing Department.



- The Procurement manager managed and had responsibility for the procurement process and based on information submitted selected the successful supplier
- After the Procurement Manager signs off, the document goes to a subset of the Internal Procurement Committee to ensure that it is in accordance with the Government of Jamaica Procurement Guidelines. The document is then returned to the Procurement Department for the preparation of the Purchase Order
- Ms. Thwaites' evidence in relation to the question regarding her allegations pertaining to the purchase of iPads were not in compliance with the JUTC's procedures was not accurate. It was necessary to remind Ms. Thwaites that it was a breach of the Company's procedures to prepare a purchase order for items that were not on budget without a written justification and approval from the Managing Director.

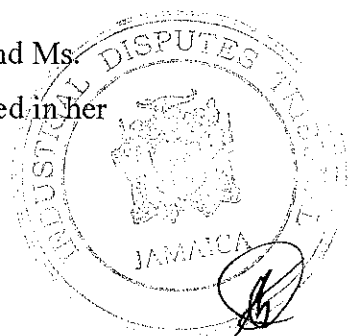
45. Miss Hamilton then testified in relation to what could be described as lapses in the procurement process for which Ms. Thwaites had responsibility.

46. Starting on December 29, 2015, Ms. Thwaites was written to on three occasions regarding her non-signing of the attendance register and leaving the premises without permission, or advising her (Miss Hamilton). In addition, there was the disrespectful email sent to herself and the financial controller.

47. Miss Hamilton also testified about Ms. Thwaites' behavioural issues, such as her refusal to follow instructions and taking guidance.

48. Miss Hamilton was asked about her response to Ms. Thwaites regarding her behavioural issues. In answer she said that she had written to Miss Thwaites and had also brought the matter to the attention of the Human Resource Department.

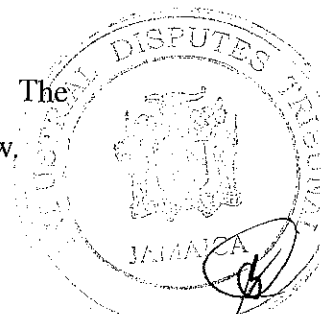
49. In response to a question regarding the poor relationship between herself and Ms. Thwaites she said that this was not so in the beginning when she had assisted in her procurement training, but became apparent in the second year.



50. In response to a question from the Panel as to who was responsible for “signing-off” on purchase orders, she stated that once the purchase order was checked, depending on the monetary value, it was directed to the Manager for authorization, following which it would be returned to procurement for action.
51. In continuing cross examination Miss Hamilton did not agree that Ms. Thwaites did not have the ultimate power to finalise a purchase.

THE CLOSING ARGUMENTS:

52. Miss Deacon in her Closing Remarks requested the Tribunal to take into consideration certain precedence found in Awards handed down by the Tribunal. In addition, the Tribunal should consider whether there was procedural fairness and a breach of Natural Justice.
53. Mr. Matthew Royal, Attorney-at-Law representing the Company in his closing arguments submitted as follows:
- On June 20, 2016, Ms. Thwaites was advised that the JUTC would be conducting an Audit of the Procurement Department and that she should remain off duty for the duration of the Audit on full pay.
 - On September 19, 2016, the JUTC wrote to Ms. Thwaites that as a consequence of the Audit she was invited to a disciplinary hearing to answer charges.
 - Ms. Thwaites responded that the date of September 26, 2016, set for the hearing was too short and as a result the hearing was rescheduled for October 7, 2016.
 - There was no written correspondence or contemporaneous record of any form of correspondence from either Ms. Thwaites or Miss Deacon advising the JUTC that October 7, 2016, would not be convenient.
 - The disciplinary hearing proceeded as scheduled on October 7, 2016. The Disciplinary Panel was chaired by Mr. Robert Collie Attorney-at-Law.

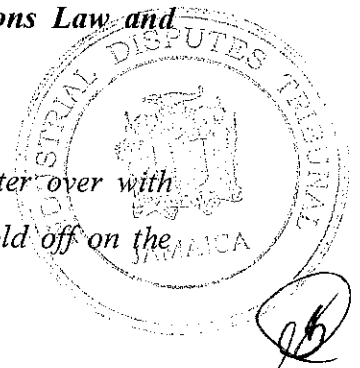


- Miss Thwaites employment was terminated by letter dated October 11, 2016.
- An appeal hearing was held on December 21, 2016. The sole ground of appeal was that Miss Thwaites was not given an opportunity to defend herself against the charges and was thus denied a fair hearing. The decision to terminate her appointment was upheld on appeal.

THE TRIBUNAL'S DELIBERATIONS AND FINDINGS

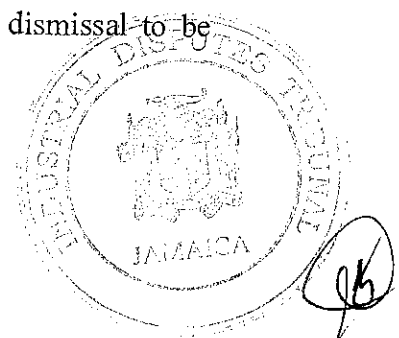
54. The Tribunal after careful consideration of the evidence submitted by both parties noted that Ms. Thwaites did not make the final decision or have the ultimate authority in the process, and finds it strange that the only role played by Ms. Thwaites was to sign-off on the documents. On the other hand the Tribunal finds it noteworthy that both her Supervisor, the Deputy Managing Director, Finance and the Internal Procurement Committee only played a cursory or peripheral role in the procurement process
55. The Tribunal has concluded that Ms. Thwaites was in receipt of the email sent by the Company on September 26, 2016 at 6:57 p.m. advising her that the hearing date had been rescheduled for Friday, October 7, 2016 and she would be formally advised of same. Ms. Thwaites failed to attend the hearing and the Company made the decision to hear the matter in spite of her absence and subsequently terminated her service. Notwithstanding the Company sending Ms. Thwaites the email of September 26, 2016, advising of the rescheduled hearing date of October 7, 2016, the Tribunal is mindful that on October 7, 2016 Ms. Thwaites was still not in receipt of all documentation requested from the company to prepare her defence against the charges levelled.
56. Ms. Thwaites through her Attorney appealed the decision of the Company to terminate her employment however; the Company contends that Ms. Thwaites not attending the hearing after been notified of same was enough to sustain her dismissal. The Tribunal therefore finds it noteworthy to refer to *Kirkaldy's Industrial Relations Law and Practice in Jamaica under the rubric Don't Rush, Page 84*

"Stay calm. Don't rush your enquiries or hearings to get the matter over with quickly. Usually the best approach is to have the interview and hold off on the



action to be taken. In the interim further thought can be given to the outcome of the proceedings and provide an opportunity for discussion with the personnel or industrial relations department. This is particularly important where it appears that termination is likely. Termination is not a matter to be taken lightly as it could have serious consequences for the individual worker concerned and the pattern of relationships in the organization."

57. The Tribunal finds that notwithstanding the fact that Ms. Thwaites would have been notified of the hearing rescheduled for October 7, 2016 the Company acted hastily in terminating the services of Ms. Thwaites.
58. The purpose of the Labour Relations and Industrial Disputes Act and the Labour Relations Code is to promote good labour relations, which include (inter alia) the principle of developing and maintaining good personnel management techniques designed to secure effective co-operation between workers and their employers and to protect workers and employers against unfair labour practices.
59. The Labour Relations Code also states in its purpose in Section 2 that "*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, ensuring continuity of employment, security of earnings and job satisfaction.*"
60. It is trite law that where a person is being charged for any breach of the terms and conditions of his or her employment the principles of Natural Justice require that the person should be given the opportunity to defend him or herself. Especially in circumstances where certain interest and or rights may be adversely affected by a decision maker.
61. It is for these reasons stated that the Tribunal finds Ms. Thwaites' dismissal to be unjustifiable.



AWARD:

62. The Tribunal took into consideration the fact that Ms. Antoinette Thwaites was employed on a fixed term contract which would have expired on January 31, 2017. The Tribunal does not have powers to extend this fixed term contract beyond the expiry date stated in the Agreement.

The Tribunal does not therefore order reinstatement.

63. The Tribunal awards that Ms. Thwaites be compensated with an amount equivalent to the remuneration (which would include all monetary benefits) she would have received from October 11, 2016 to January 31, 2017, if she had not been dismissed.

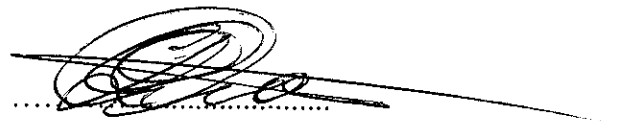
DATED THIS ⁴~~30~~ DAY OF NOVEMBER 2021.



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

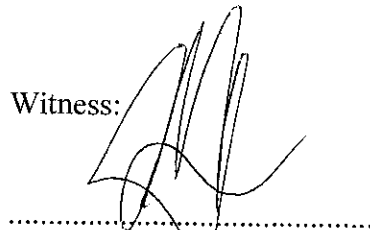


Mr. Errol Beckford
Member



Mr. Fredrick Evans
Member

Witness:



Mr Gary Lediard, J.P.
Secretary to the Division

