

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 38/2014

SETTLEMENT OF DISPUTE

BETWEEN

RANGER PROTECTION AND SECURITY COMPANY LIMITED

AND

DESMOND CREARY

AND THE

AWARD

I.D.T. DIVISION

MR. CHARLES JONES, CD JP - CHAIRMAN

MR. LESLIE HALL - MEMBER

MR. D. TREVOR MCNISH - MEMBER

NOVEMBER 25, 2015

IDT 38/2014

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**RANGER PROTECTION AND SECURITY COMPANY LIMITED
(THE COMPANY)**

AND

**DESMOND CREARY
(THE AGGRIEVED)**

REFERENCE:

By letter dated October 30, 2014, 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, 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 Ranger Protection and Security Company Limited on the one hand, and Mr. Desmond Creary on the other hand, over the termination of his employment."

Zavia Mayne & Co.

Attorneys-at-Law

Suite No 9, Oxford Place, 22G Old Hope Road, Kingston 5, Jamaica W.I.

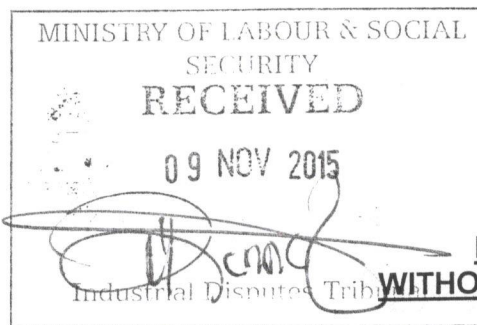
November 3, 2015

Industrial Dispute Tribunal
4 Ellesmere Road
Kingston 4
Jamaica, WI

Attention: Mrs. Nicola Smith-Marriott

Dear Madam,

Re: - IDT 38/2015
Desmond Creary v Ranger Protection & Security Limited



BY HAND
WITHOUT PREJUDICE

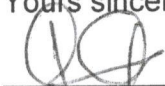
We refer to the captioned matter, which is set for hearing on **Monday November 8, 2015**.

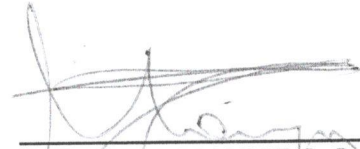
Kindly be advised that the parties have reached full settlement of the captioned matter, in the sum of **Two Hundred and Seventh Thousand Dollars (\$270,000.00)**, inclusive of cost. Attached herewith is a copy of the Release and Discharge document executed by the parties.

We herewith ask that the matter be removed from the Tribunal's Listing for Monday November 8, 2015, in view of the fact that the parties have reached full settlement.

Please be guided accordingly.

Yours sincerely,


MR. JOHN LEVY
Industrial Dispute Consultant
Acting on behalf of Desmond Creary


ZAVIA MAYNE & Co.,
Attorneys-at-Law for the Defendant

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RELEASE & DISCHARGE

This Release and Discharge is made on the 29th day of October 2015.

Whereas:

1. Desmond Creary c/o John Levy, Industrial Relations Consultant has claimed an amount of **\$270,000.00** as set out in the enclosures to letter dated 21st day of September 2015 from his Attorney-at-Law.
2. Such claim is against Ranger Protection and Security Company Limited (hereafter referred to as **"Ranger Protection"**) c/o Zavia Mayne & Co., Attorneys-at-Law for which Desmond Creary alleges he was unfairly dismissed.
3. Ranger Protection denies such claims and allegations.
4. Notwithstanding the respective positions of Desmond Creary and Ranger Protection, they have agreed to resolve them without recourse to litigation or other proceedings upon the terms and conditions set forth herein.

NOW THIS RELEASE AND DISCHARGE WITNESSETH:-

5. Ranger Protection hereby agrees to pay and Desmond Creary hereby agrees to accept the amount of **Two Hundred and Seventy Thousand Dollars (\$270,000.00)**, inclusive of Attorney's fees, cost and expenses (**"the payment"**) which shall be in full and final settlement discharge and satisfaction of all matters in respect of or arising from the employment of Desmond Creary by Ranger Protection, and of its directors, shareholders or officers, and in particular, the claim referred to in recital (1.) hereof.
6. In consideration of the aforesaid payment to Desmond Creary, Desmond Creary hereby releases and forever discharge Ranger Protection and its past present and future officers, directors, shareholders, agents, insurance representatives, subsidiaries and successors from any and all

past, present or future claims, demands, actions or proceedings or whatsoever nature, and any and all economic loss or damages which have or may result from the alleged acts or omission of Ranger Protection.

7. This Release and Discharge by Desmond Creary shall be fully binding upon Desmond Creary, his heirs, personal representatives and successors and assigns, and shall be in full and complete settlement discharge and satisfaction of any and all claims relating directly or indirectly to the said employment of Desmond Creary by Ranger Protection, and of all the claims made by Desmond Creary against Ranger Protection to date or in the future arising out of our connected with the said employment.
8. All payments made by Desmond Creary pursuant hereto are made on an Ex Gratia basis and without the **ADMISSION OF ANY LIABILITY**.
9. The parties hereto agree to maintain in confidence the fact of and the terms and conditions of this Release and Discharge and to take every reasonable precaution to prevent disclosure hereof.

SIGNED by the Desmond Creary)

in the presence of:)


DESMOND CREARY

ASCOTT MCCORMACK

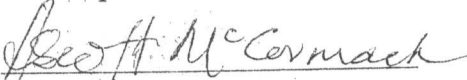
Justice of the Peace/Attorney-at-Law

SIGNED for and on behalf of)

Ranger Protection and Security)

Company Limited)

in the presence of:)



Justice of the Peace/Attorney-at-Law


SHARON LAING
(GENERAL MANAGER)

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. Leslie Hall	-	Member, Section 8 (2) (c) (ii)
Mr. D. Trevor M ^c Nish	-	Member, Section 8 (2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Company** was represented by:

Mr. Zavia T. Mayne	-	Attorney-at-Law
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The **Aggrieved** was represented by:

Mr. John Levy	-	Industrial Relations Consultant
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In attendance was Mr. Desmond Creary - Aggrieved Worker

SUBMISSIONS AND SITTINGS:

Briefs were submitted by both parties. The Tribunal commenced hearing the dispute at the fourth scheduled sitting on May 14, 2015, when the matter was adjourned until June 19, 2015. This sitting was not held due to the absence of the company's attorney consequently another sitting was scheduled for July 14, 2015. At the request of the attorney for the company this sitting was vacated and the new date agreed to continue the hearing was set for September 8, 2015. At this sitting the Tribunal was advised that the parties had agreed to hold talks at the local level with a view to resolving the dispute. In light of this request the Tribunal agreed to adjourn the hearing until October 7, 2015 at which time the parties would report the outcome of their talks. At the request of the parties, this date was later extended to November 9, 2015.

PARTIES' RESPONSE:

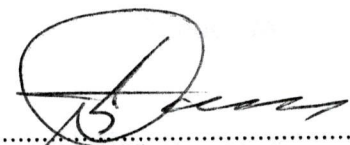
By joint letter dated November 3, 2011, both parties advised the Tribunal that they had reached full and final settlement of the dispute. Copies of the relevant documents are attached.

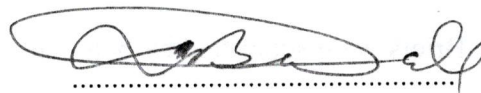
AWARD:

The Agreement contained in the letter dated November 3, 2015 signed jointly by both parties to the dispute constitutes the award of the Tribunal.

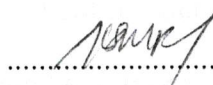
DATED THIS 25th DAY OF NOVEMBER, 2015




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Charles Jones, CD JP
Chairman


.....
Leslie Hall
Member


.....
D Trevor McNish
Member

Witness: 
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Keisha Mighty-Brown (Mrs.)
Acting Secretary to the Division