

# **INDUSTRIAL DISPUTES TRIBUNAL**

**Dispute No.: IDT 4/2022**

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## **SETTLEMENT OF DISPUTE**

**BETWEEN**

**WOODCATS INTERNATIONAL**

**AND**

**JASON PALMER**

***AWARD***

**I.D.T. DIVISION**

<b>MR. DONALD ROBERTS, CD, J.P.</b>	<b>-</b>	<b>CHAIRMAN</b>
<b>MRS. JACQUELINE IRONS, J.P.</b>	<b>-</b>	<b>MEMBER</b>
<b>MR. CLINTON LEWIS</b>	<b>-</b>	<b>MEMBER</b>

**JULY 14, 2022**

**INDUSTRIAL DISPUTES TRIBUNAL**

**AWARD**

**IN RESPECT OF**

**AN INDUSTRIAL DISPUTE**

**BETWEEN**

**WOODCATS INTERNATIONAL**

**(THE COMPANY)**

**AND**

**JASON PALMER  
(AGGRIEVED WORKER)**



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**REFERENCE**

The Hon. Minister of Labour and Social Security, by letter dated January 6, 2022, has referred to the Industrial Disputes Tribunal ("**the Tribunal**") for settlement the dispute between **Woodcats International t/a Derrimon Trading Company Limited** and **Jason Palmer** in accordance with Section 11A (1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 ("**the Act**"), with the following Terms of Reference:

*"To determine and settle the dispute between Woodcats International t/a Derrimon Trading Company Limited on the one hand, and Mr. Jason Palmer on the other hand, over the termination of his employment."*

## **DIVISION**

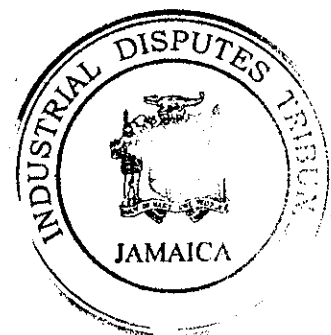
The division of the Tribunal selected in accordance with Section 8(2)(c) of the Act to deal with the matter comprised:

Mr. Donald Roberts, CD, JP	-	Chairman
Mrs. Jacqueline Irons, JP	-	Member, Section 8(2)(c)(ii)
Dr. Denese Morrison, JP	-	Member, Section 8(2)(c)(iii)

## **REPRESENTATIVES OF THE PARTIES**

The **Company** was represented by:

Mr. Alexander Williams	-	Attorney-at-law
Mr. Odeanie Kerr	-	Attorney-at-law
Mrs. Monique Cotterell	-	Human Resource Director



The **Aggrieved worker** was represented by:

Mr. Howard Duncan	-	Industrial Relations Consultant
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**In attendance:**

Mr. Jason Palmer	-	Aggrieved worker
Mr. Dwight Douglas		

## **SUBMISSIONS AND SITTINGS**

1. At the first sitting held on February 28, 2022, Mr. Williams, the company's representative, objected to the terms of reference, stating that Woodcats International and Derrimon Trading Company Limited are two separate independent companies and that at no time was Mr. Jason Palmer or Mr. Dwight Douglas employed to Derrimon Trading.
2. He acknowledged that there were communications addressed to Messrs. Palmer and Douglas on Derrimon's letter-head which he will speak to in the company's brief. He, however, argued that as a matter of law the dispute is between the employer and employee and therefore the

objection to the terms of reference is the inclusion of **“trading as Derrimon Trading Company Limited because Woodcats never did so trade.”**

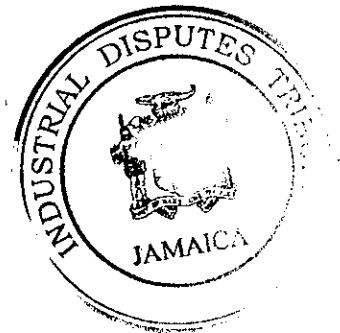
3. Mr. Duncan said he would have no problem with the terms of reference referring only to Woodcats International as the evidence will show that both Messrs. Palmer and Douglas were unjustifiably dismissed or at least disciplined four times for the same offence.
4. By way of letter dated April 26, 2022, the Ministry of Labour and Social Security adjusted the terms of reference as follows:

**“To determine and settle the dispute between Woodcats International Limited on the one hand and Mr. Jason Palmer on the other hand, over the termination of his employment.”**

5. At the second sitting held on April 26, 2002, the parties were ad idem with the revised terms of reference, and agreed to consolidate the disputes involving Messrs. Douglas and Palmer. As a consequence, the company made its opening submission and proceeded to call witnesses.

#### **PARTIES' RESPONSE**

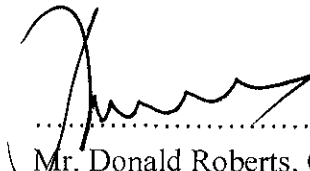
6. At the commencement of the seventh sitting on July 6, 2022, the parties advised the Tribunal that an agreement has been reached, and the final wordings of the agreement will be made available to the Tribunal by Thursday, July 7 before the close of business.
7. Mr. Odeanie Kerr, counsel from Alexander Williams & Company, representing the company, in a cover letter to the Tribunal, dated July 7, 2022, enclosed the **“release and discharge executed by the parties representing their settlement.”**



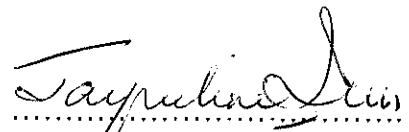
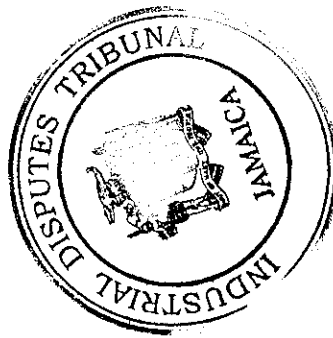
**AWARD**

8. The duly executed settlement agreement dated July 7, 2022, herein attached, reflects the full participation of both parties. Accordingly, the Tribunal will discontinue proceedings and record the settlement in respect of the dispute between Woodcats International and Mr. Jason Palmer in the form of an award.


DATED THIS 16<sup>th</sup> DAY OF JULY, 2022



Mr. Donald Roberts, CD, JP  
Chairman

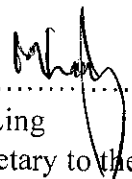


Mrs. Jacqueline Irons, JP  
Member



Dr. Denese Morrison, JP  
Member

Witness:



Mr. Mario Ling  
Acting Secretary to the Division

**Attachment**

2.7

## **RELEASE AND DISCHARGE**

TO: **INDUSTRIAL DISPUTES TRIBUNAL**  
4 Ellesmere Road  
Kingston10  
St. Andrew

**Re IDT3/2022 Dwight Douglas v Woodcats International Limited  
and IDT 4/2022 Jason Palmer v Woodcats International**

### **WHEREAS**

1. **WOODCATS INTERNATIONAL LIMITED** (hereinafter called the company) is a company duly incorporated under the laws of Jamaica and is the employer of Messers Dwight Douglas and Jason Palmer; and
2. **DWIGHT DOUGLAS and JASON PALMER** are employed to the company;
3. On the **6<sup>th</sup> day of July, 2022** the parties have agreed to amicably resolve the matter of both Dwight Douglas' and Jason Palmer's exit form the Company.

### **IT IS HEREBY AGREED THAT: -**

1. The company shall pay:
  - i) the sum of \$2,160,000.00 in relation to Dwight Douglas
  - ii) the sum of \$1,224,000 in relation to Jason Palmer
2. The company shall withdraw the letters of termination issued for Dwight Douglas and Jason Palmer which shall be replaced with letters of resignation from the company submitted by Dwight Douglas and Jason Palmer respectively.
3. The payment by the company are to be made directly to Howard Duncan, Industrial Relations Consultant, being the representative for both Dwight Douglas and Jason Palmer.
4. The payment is to be made on or before July 24, 2022.

**WOODCATS INTERNATIONAL LIMITED**, through its directors have read this document in its entirety, sought legal advice from its attorneys-at-law, and fully understand the terms and

implications of same and have signed it freely and voluntarily and hereby agree to be bound by this Agreement.

**DWIGHT DOUGLAS** hereby acknowledges that he has read this Agreement in its entirety and that he fully understands the implications of executing the same.

**JASON PALMER** hereby acknowledges that he has read this Agreement in its entirety and that he fully understands the implications of executing the same.

**DWIGHT DOUGLAS and JASON PALMER** through their representative, Industrial Relations Consultant **HOWARD DUNCAN** hereby acknowledge that they have read this Agreement in its entirety and that they both fully understand the implication of executing same.

**IN WITNESS HEREOF** this Agreement has been duly executed by the parties hereto on the 7<sup>th</sup> day of July, 2022.

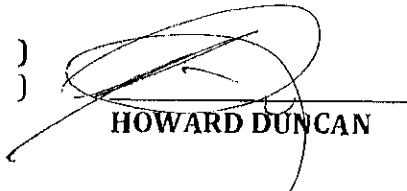
**EXECUTED** for and on behalf of **WOODCATS INTERNATIONAL LIMITED**

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\_\_\_\_\_  
**DIRECTOR/GENERAL MANAGER**

Executed by **HOWARD DUNCAN**  
**Industrial Relations Consultant**

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**HOWARD DUNCAN**

By the said **DWIGHT DOUGLAS**

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\_\_\_\_\_  
**DWIGHT DOUGLAS**

In the presence of:

)

By the said **JASON PALMER**

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\_\_\_\_\_  
**JASON PALMER**

In the presence of:

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