VIRGIN ISLANDS

LABOUR CODE, 2010
(No. 4 of 2010)

IN THE LABOUR ARBITRATION TRIBUNAL

Case No. BVILAT2023/038

BETWEEN

KAWANNA WILKINS **COMPLAINANT**

AND

DELTA PETROLEUM (CARIBBEAN) LTD. **RESPONDENT**

REASONS FOR DECISION

BEFORE: **Samuel Jack Husbands**, chairperson, and **Sheila Brathwaite**, and **Zebalon McLean**, arbitrators

TRIAL ON: 5 and 16 December 2024
SUBMISSIONS ON: 10 and 27 January and 4 February 2025
DECISION ON: 22 April 2025

IN ATTENDANCE: (1) Kawanna Wilkins, the Complainant
(2) Michael Maduro of Grace Chambers, lawyers for the Complainant
(3) Suzanne Rymer, Country Manager of the Respondent
(4) Laurence Neale, lawyer for the Respondent

ADDITIONALLY: (5) Troya Audaine-Stevens, as Acting Secretary to the Tribunal

1. The Respondent operates gas stations among other things. It employed the Complainant as a Customer Service Attendant from May 2017 to 3 January 2022. The Complainant's duties including dispensing petrol to motorists at the pump and selling liquefied petroleum gas to customers. She was dismissed on 3 January 2022 after a disciplinary hearing held on 15 December 2021. The written terms of conditions required to be issued by section 45(1) of the Labour Code 2010 (**the Code**) was not in evidence.

The parties' written cases

2. The Complainant commenced these proceedings by filing a Dispute Claim Form with the Labour Commissioner on 6 April 2022. The dispute was referred to the Minister for resolution pursuant to section 28(1) of the Code by memo dated 29 September 2023 and it was filed with the Tribunal on 20 November 2023.

3. In the Dispute Claim Form the Complainant claimed compensation. Her particulars painted a picture of harassment including allegations of improper conduct. Her recommendations for increased customer satisfaction were ignored or scorned but only to be implemented later. She worked to the best of her ability nonetheless. The claim was one for unfair dismissal. Although she did not mention the term "unfair dismissal" the circumstances outlined in her Details of Complaint pointed to a case of unfair dismissal.

4. The Respondent, in its Response filed on 18 December 2023, denied the Complainant was dismissed unfairly. Its case is that she was dismissed for gross misconduct specifically insubordination, lack of respect for authority, failure to follow company policy and procedure, and disruption of the workflow.

5. The Respondent stated further that by letter dated 3 December 2021 the Complainant was invited to a disciplinary hearing at which she was given an opportunity to respond to the complainants made against her. She was also informed she could invite a representative to the meeting. The allegations of misconduct against the Complainant were detailed in an incident report attached to the 3 December letter. The formal heading of the incident report was "List of Incidents as Reported by Staff". The disciplinary hearing was held on 15 December 2021 and the Complainant was terminated for the reasons set out in the letter dated 3 January 2022 (the first day on which she was back at work after the disciplinary hearing).

6. A note of the disciplinary hearing was annexed to the Response and produced in evidence. The copy in the bundle at page 15 was missing part of the text. Mr Neale submitted the complete copy during the hearing. Seven instances of misconduct were put to her at the disciplinary hearing. Two were new. They were (i) disregard of the dress code on 4 December and (ii) using a telephone on the forecourt of the gas station. -The Complainant's five accusers were present at the disciplinary hearing. Ms Nathan, Ms Russell and Mr Lettsome, though providing testimony at that hearing, have not given evidence before the Tribunal. I therefore do not consider the internal reports they made.

7. In her Reply filed on 7 March 2024, the Complainant stated she was put to work in stressful conditions that led to stress-related illness. She also claimed she was targeted by her employers. Her evidence of these allegations does not convince us that they are correct. There is no evidence of her illness apart from her own statement to that effect or that she was forced to work in stressful conditions or was targeted.

8. The Complainant also stated in her Reply that the Respondent failed to follow proper termination procedure. She stated she received the notice of misconduct on 15 December

2021, shortly before the start of the disciplinary hearing. The only correspondence she admitted receiving prior to the disciplinary hearing was the complaint dated 6 December regarding her wearing of jeans to work (an incident which allegedly took place after the date of the 3 December letter). She said she never received the incident report or the letter of 3 December 2021 inviting her to the hearing until she arrived at the hearing on 15 December but that, over her objections, the Respondent insisted it had provided her with copies of the complaints and proceeded with the hearing. She denied she had an opportunity to confront her accusers or respond to allegations although she admitted they were present and gave statements.

9. The Complainant neither admitted nor denied the instances of her alleged misconduct contained in the incident report although they consisted of allegations of misconduct made against her. The impression is that while she denied receipt of the complaint letters she did not deny the entirety of the actual incidents described in the incident report. She dealt with two of the incidents in her witness statement.

10. Her Reply was a series of denials. She even placed on the Respondent the burden of proof of a good conduct letter she produced from a former employee and of her working 9 days with just one day off and she worked under conditions of stress. These were matters she alleged and which, if relevant, she was obliged to prove.

11. At the disciplinary hearing, the Complainant denied the accusations against her. On the next day she was back at work after the hearing, i.e. on 3 January 2022, she was handed the termination letter. The reasons for the dismissal were stated to be "several instances of insubordination, lack of respect for authority, failure to follow company policies and procedure and disruption of workflow".

The evidence

Evidence of Sharon Hobson

12. Ms Hobson was the Country Manager of the Respondent. She became aware of the various complainants against the Complainant. She met with the Complainant on 28 October 2021 to discuss the complaints made against her and to explain that the sort of the conduct reported could not be tolerated and could result in her dismissal. On 17 November 2021 she received the report of the Complainant having said that the gas station should break down and the business fail. Management decided that due to the seriousness of the matter disciplinary action should be taken and a hearing for that purpose convened The Complainant was notified of the hearing which took place on 15 December 2021. Ms Hobson convened the meeting. The Complainant was informed she was free to invite a representative. The Complainant was provided with a fair opportunity to respond to the complaints against her.

13. Ms Hobson was cross-examined at length by Mr Maduro, counsel for the Complainant, about matters which were set out in the Response. Ms Hobson was not working at the station and had no direct knowledge of the conduct which the Complainant was accused of. In her role as Country Manager, she must have had overall responsibility for the disciplinary process, she signed the warning letters in November 2021, she sat on the

disciplinary panel during the hearing on 15 December 2021 and she signed the termination letter of 3 January 2022.

14. She said several complaints were made against the Complainant between 6 October and 15 November 2021. She issued 5 warning letters in two days. She had had knowledge of the complaints for up to 3 weeks in some cases when she issued the warning letters. The record shows a very brief period, not quite what Mr Neale described as a long history, of misconduct. She arranged a meeting with the Complainant on 28 October 2021. She stated the Complainant walked out of the meeting.

15. Ms Hobson stated the Complainant was invited to bring a representative to the disciplinary hearing and that at the hearing she made no complaint of not having the seen the 3 December 2021 letter beforehand.

16. She was cross-examined about the Respondent's "No Mask No Service" policy. She introduced evidence of the breach of the policy by the Complainant and the prejudice that might be caused to the Respondent for breach of the government anti-Covid policy.

17. There is no direct evidence of the service on the Complainant of the warning letters or the letter of 3 December 2021 inviting her to the disciplinary hearing and giving her notice of the charges against her. Ms Hobson stated at para 7 of her witness statement that the Complainant was aware of the warning letters and was served with the letter of 3 December 2021. She does not state how the Complainant became aware of these documents. Much was said by the Respondent about the letters but there is no witness who says she delivered any of the letters to the Complainant. The Complainant admitted to receiving only the warning letter dated 6 December 2021 about a breach of the dress code on 4 December. This letter clearly followed that of 3 December 2021. In the face of the Complainant's denials of receipt of the letters except that of 6 December, and the absence of evidence of service, I am forced to conclude that it is not established that the Complainant received the letters before the date of the termination hearing.

Evidence of Respondent's other witnesses

18. Celita Pope gave evidence about the incident on 15 November 2021 when the Complainant shouted on the forecourt that she wanted the whole gas station to break down and the customers never return. Aretha Francis gave evidence about the incidents on 6 October 2021 in which the Complainant instructed a customer to take the key and unlock the cage in which LPG cylinders are kept and remove the cylinder he was purchasing. The customer was upset and she had to leave her position as cashier and assist him. Ms Francis also recounted a similar incident on 16 October. We believe the evidence of these two witnesses.

Evidence of the Complainant

19. In her witness statement the Complainant denied she was ever insubordinate or showed lack of respect for authority, or that she wilfully refused to follow company policies and procedures, neither was she told she was doing anything wrong. She specifically denied any outburst on 15 November as described by Ms Pope. She said the first time she saw the 17 November 2021 letter relating to the incident on 15 November was when it shown to her in cross examination. Regarding the incident of refusal to assist a customer on 6 October she

stated that Ms Francis had fabricated that statement. The person involved was a frequent customer who was familiar with the station and he would help himself. She agreed customers were not permitted to collect bottles themselves. Regarding the failure to wear uniform on 4 December 2021, she stated it was her birthday when she wore jeans. She added that she could not return home, change and come back to work because she did not have sufficient bus or taxi fare she went home and could not return until the next day. She admitted she did not explain this to her employer. Regarding the hearing on 8 December, she stated received the letter of 3 December and was unaware of the meeting and therefore unable to call a representative to accompany her. She called no witnesses.

The submissions

20. Mr Maduro's submissions on behalf of the Complainant may be summarised as follows:

a. it is not established that the Complainant was provided with the letter dated 3rd December 2021 inviting her to the disciplinary hearing or with the attached incident report outlining the charges against her. She had no advance knowledge of the disciplinary hearing which took place on 15 December 2021,
b. she was not advised she could obtain legal representation or have a representative present at the hearing,
c. the Respondent failed to prove that the termination was lawful and justified,
d. the various complaints against the Complainant did not amount to serious misconduct and the warning procedure was abused because the Complainant received five warning letters over two days for some conduct that had occurred over several weeks previously but that, in any event, only two of the incidents about which the Respondent complained were supported by evidence,
e. the Respondent has not identified the specific behaviour that amounted to serious misconduct,
f. the Respondent did not communicate the outcome of the hearing to the Complainant or gave her an opportunity to respond to its findings after the hearing, and
g. the Complainant was accordingly denied a fair hearing and her dismissal was unfair.

21. Mr Neale for the Respondent outlined what he described and the Complainant's long history of misconduct and submitted that even one act could be sufficient basis for a summary termination. He submitted the Respondent had complied with the procedural rules under the Labour Code 2010 (**the Code**) but, relying on section 85(3), he concluded that even if the Respondent had failed to afford the Complainant an opportunity to he heard that would not automatically render the termination unfair if the employer had otherwise acted reasonably in the circumstances and followed the rules of fairness in compliance with the Code. He buttressed this by reference to the decisions in **Sillifant v Powell Duffryn Timber Ltd** [1983] IRLR 91 (which was adopted in **Polkey v A. E. Dayton Services Ltd** [1988] AC 344) and **Blackburn v LIAT (1974) Ltd** (ECCA Sept 2018)[1]. He also made reference to rule 45(3) of the Labour Code (Arbitration Tribunal) (Procedure) Rules, 2020 (S.I. No. 98 of 2020) (**the Rules**).

[1] Blackburn v LIAT was appealed to the Privy Council and the decision reported at [2020] UKPC 9

The dismissal procedure

Statutory requirements

22. Dismissal of employees is governed by Part V of the Code. Sections 81(1) and 89(1) provide that the employment contract of an employee shall not be terminated without a valid and fair reason connected, inter alia, with the conduct of the employee and unless the notice requirements in section 90 are complied with. Except in cases of redundancy the employee must be informed of the nature and particulars of the complaint and be given a fair opportunity to defend herself. Section 85 provides that in any claim arising out of the dismissal of an employee (other than a constructive dismissal) it shall be for the employer to prove the reason for the dismissal. Section 85(3) provides that the test for whether a dismissal is fair under section 82 (and therefore section 81 also) is whether the employer acted reasonably in the circumstances.

23. In circumstances where the employee is guilty of serious misconduct, the employer may dismiss her without notice but only then for a fair and valid reason and having acted reasonably. Specifically, sections 101(1) and (2) provide that where (i) the employee is guilty of serious misconduct which is directly related to the employment contract and has a detrimental effect on the business, (ii) the misconduct makes it unreasonable to require the employer to continue the employment contract, the employer may dismiss the employee without notice. The employer must at the same time keep its finger on section 81(2) and remind itself to allow the employee a fair opportunity to defend herself with access to her employment record if sought. Under section 101(3) the employer must, when terminating the employee, provide the employee with a written statement of the "precise reason" for the dismissal and is conclusively bound by the contents of the statement in any proceeding contesting the fairness of the dismissal. If the employer fails to provide the statement, it is barred from introducing testimony as to facts which might have been included in the statement.

24. Where an employer determines that it is reasonable to do so having regard to a number of factors including the nature of the violation, the terms of the employment contract, the employee's duties and the previous conduct of the employee, it may issue a warning for misconduct pursuant to section 102. Subsection (3) provides that in issuing a warning the employer shall advise the employee in writing of the misconduct and of what steps the employer is likely to take in the event of a repetition.

25. In dealing with what appears to be a lower level of misconduct, i.e. misconduct for which the employee may be entitled to a second chance, the employer may, by section 103(1), specifically warn the employee that repetition will result in summary dismissal.

26. We would summarise the process distilled from the decisions of the Caribbean Court of Justice in **Chefette Restaurants Ltd v Harris** [2020] CCJ 6 at paras 42-48 and in the Tribunal's own decisions of **Ranger-Vassell v Mainsail B.V.I. Ltd** (BVILAT July 2021) at paras 56-62, and **Qasim Yoba v Peter Island (2000) Ltd** BVILAT July 2021) para 73-76 as follows:

a. the person bringing the proceedings was an employee and the employment contract was terminated,
b. the reason for dismissal was connected with the capacity or conduct of the employee or with the operational requirements of the undertaking,
c. the disciplinary procedures, including a warning in an appropriate case, written reasons for termination, and a fair opportunity for the employee to defend herself, were complied with, and
d. the dismissal was fair and reasonable in the circumstances.

Was the dismissal procedure followed?

27. The Respondent initially took disciplinary action in the form of warnings as permitted by section 102 of the Code. We do not accept that the delivery of the other warning letters other than that of 6 December has been established Ms Hobson did notify the Complainant of some of the alleged misconduct in a meeting with the Complainant on 16 October but it is not clear which misconduct it was. We accept that the Complainant received the letter of 3 December 2021 which contained the incident report summarising the alleged incidents of misconduct. We note that the letter dated 17 November 2021 concerning the statement that the business should fail, was not a warning letter at all but notice of intended termination. No warning letter was issued in respect of the incidents on 6 and 16 October 2021.

28. Warning letters for misconduct are meant to put the employee on notice that similar conduct would not be tolerated and, if repeated, might result in termination. Warning letters for unsatisfactory performance must contain or be accompanied by instructions to correct the unsatisfactory performance. We consider the allegations against the Complainant to be those of misconduct rather than unsatisfactory performance. The issue of 5 warning letters in two days has an air of unreality about it especially as the misconduct dealt with in some of the letters was over one month old and the referral to a disciplinary hearing was a further 3 weeks after the letters.

29. The most egregious act took place on 15 November 2021. The Complainant proclaimed loudly on the forecourt that that she would like to see the business break down, the business fail, and the clients leave and do not return. This conduct was met with a notice of intention to dismiss dated 17 November 2021. There is no evidence the allegation was put to

Consequences of a failure to follow the dismissal procedure

30. The Complainant denied receipt of the warning letters, including the letter dated 15 November. She admitted receipt of the letter dated 6 December 2021 about the incident on 4 December regarding the wearing of clothing other than the uniform. As stated above, there is no satisfactory proof of delivery of the letters she denied receiving. At paragraph 3 of her witness statement Ms Hobson stated she issued several letters to the Complainant. At paragraph 4 she stated she met with the Complainant on 28 October 2021 to discuss "some" of the complaints and in the notes of the disciplinary hearing the Complainant admitted she had received two of the complaint letters and may have received but not read the letter of 3 December. There is no reason to doubt the accuracy of the notes of hearing. The Complainant has not stated it was inaccurate. These factors may lend some support for the view that the Complainant must have received the warnings and the letters of 17 November and 3 December but we cannot make a finding that she did.

31. In **Polkey v A E Dayton Services Ltd** [1987] IRLR 503, Lord Bridge said this:

> "If it is held that taking the appropriate steps which the employer failed to take before dismissing the employer would not have affected the outcome, this will often lead to the result that the employee, though unfairly dismissed, will recover no compensation or, in the case of redundancy, no compensation in excess of his redundancy payment. Thus, in Earl v Slater & Wheeler (Airlyne) Ltd [1973] 1 WLR 51 the employee was held to have been unfairly dismissed, but nevertheless lost his appeal to the Industrial Relations Court because his misconduct disentitled him to any award of compensation, which was at that time the only effective remedy. But in spite of this the application of the socalled British Labour Pump principle [British Labour Pump Co Ltd v Byrne [1979] IRLR 94, [1979] ICR 347] tends to distort the operation of the employment protection legislation in two important ways. First, as was pointed out by Browne-Wilkinson J in Sillifant's case, if the [employment] tribunal, in considering whether the employer who has omitted to take the appropriate procedural steps acted reasonably or unreasonably in treating his reason as a sufficient reason for dismissal, poses for itself the hypothetical question whether the result would have been any different if the appropriate procedural steps had been taken, it can only answer that question on a balance of probabilities. Accordingly, applying the British Labour Pump principle, if the answer is that it probably would have made no difference, the employee's unfair dismissal claim fails. But if the likely effect of taking the appropriate procedural steps is only considered, as it should be, at the stage of assessing compensation, the position is quite different. In that situation, as Browne Wilkinson J puts it in Sillifant's case, at 96:
>
> > "There is no need for an 'all or nothing' decision. If the [employment] tribunal thinks there is a doubt whether or not the employee would have been dismissed, this element can be reflected by reducing the normal amount of compensation by a percentage representing the chance that the employee would still have lost his employment."
>
> An example is provided by the case of Hough and APEX v Leyland DAF Ltd [1991] IRLR 194 where the EAT upheld an [employment] tribunal decision that the compensatory award should be reduced by 50% in circumstances where there was a failure to consult over redundancies but the tribunal concluded that such consultation might have made no difference."

32. I think it was decided in **Polkey**, not that a dismissal that is procedurally unfair would be saved by the employee's clearly serious misconduct and the termination deemed to be fair, but that in a rare case the breach of procedure is a factor that the Tribunal may take into account in assessing compensation. As Browne-Wilkinson stated in **Sillifant**, it is not an "all or nothing" decision. See also **Chrisopher v BVIHSA (BVILAT, January 2022)** para 108 and **Wheatley v AG (BVILAT, November 2021)** para 36.

33. I am not convinced about the correctness of Mr Neale's interpretation of section 85(3) that the failure of the employer to afford the employee a fair opportunity to be heard does not render the dismissal unfair if the employer otherwise acted reasonably. To hold otherwise would be to undercut the very safeguards in the Code itself and invite lengthy evidential disputes where the Code is not followed. Even so, I would agree that it would only be in rare cases where the Polkey ruling or Mr Neale's interpretation of section 85(3) can be applied.

34. There were difficulties with the Complainant's conduct but I do not accept it has been established on the evidence that she had a long history of misconduct such that the procedural errors can be overlooked or even that the evidence was so strong that there was no doubt the termination was justified. The misconduct was not admitted. It was contested. Further, it is not clear how to assess the contributory fault of the Complainant and assign a percentage to it without resort to guesswork. In the circumstances the Respondent may have paused and adjourned the hearing so as to remove any doubt that the Complainant had a reasonable time to consider the charges against her. That 5 warning letters were issued in two days tends to suggest some hastiness on the part of the Respondent to terminate what it must have considered a troublesome and disruptive employee.

35. I am of the view that the incident on 15 November could possibly justify summary dismissal but it is far from certain that one outburst of this nature was sufficient. Even section 85(3) could be applied in the way submitted by Mr Neale, I would not have concluded that, but for the failure to follow the dismissal procedure, the dismissal was reasonable.

36. For the reasons given above, I find that the Complainant was unfairly dismissed and is entitled to compensation or to a punitive award. We will further consider the consequences of a failure to follow the procedural requirements when we assess the remedy to which the Complainant is entitled.

Remedy

37. Section 86(1) states as follows:

> "(1) Where the Tribunal determines upon a dispute referred to it under section 27 that the dismissal was unfair or illegal, the Tribunal.
> (a) may order either that
>
> (i) the employee be reinstated;
>
> (ii) the employee be re-engaged in a position that is substantially equivalent if the post held by the employee is not immediately available; or
>
> (iii) compensation be paid in lieu of reinstatement or re-engagement,
>
> if this remedy is acceptable to both parties; or
>
> (b) may order the employer to pay the employee such punitive sum as it thinks fit."

Punitive award

38. The Claimant claimed compensation in the Dispute Claim Form. At paragraphs 17 and 20 of her Reply she also stated the belief that punitive damages are due. She stated she has been unable to secure "gainful" employment and that her work permit expired and she has suffered financial loss and also damage to her health. It must be noted here that the Respondent did not expressly state it would accept the remedy of compensation. It must also be noted that section 86(1)(b) states that the employer "may" order the payment of a punitive sum. This Tribunal has ruled previously that where there is no express statement, but the parties contest the case on the basis that compensation is due to the Complainant if she is successful, this is enough to permit the Tribunal to make an award of compensation rather than an award of punitive damages. Here, however, the Complainant expressly signalled a claim for punitive damages. It is not open to us, therefore, to conclude that the case is being fought on the basis that compensation alone is accepted. It is clearly not accepted by the Complainant that punitive damages may not be awarded. The Complainant is claiming both compensation and punitive damages. An award of punitive damages is normally an add-on to compensation and not in lieu of compensation. Section 86(1) seems to prescribe that it is in lieu of compensation. In some cases, punitive damages may well be less than the compensation that could have been awarded.

39. Mr Maduro came into these proceedings very late. We note his submission that the justice of the case may be satisfied by a compensation order despite the apparent claim for a punitive award. He suggests that the compensation include an amount for payment in lieu of notice and an amount equivalent to severance pay. In the event of a punitive award, Mr Maduro refers to factors that ought to be taken into account in assessing the award. Mr Neale for the Respondent accepts that compensation may include payment in lieu of the statutory notice period of two weeks which amounts to $600. He disagrees that a punitive award should be made. He does not consider the case appropriate for such an award because of the absence of evidence that even suggests the Respondent acted in an unconscionable manner. Mr Neale was no doubt referring to the standard factors that permit an award of punitive damages at common law. The statutory remedy of punitive damages need not necessarily conform to the common law requirements.

40. There is no guidance in the Code as to the principles in assessing a punitive award. The Tribunal has considered punitive awards and sought to provide guidance in a number of its decisions including:

    a. **Ranger-Vassell v Mainsail B.V.I. Ltd**, cited above, at paras 99-113
    b. **Qasim Yoba v Peter Island (2000) Ltd**, cited above, at paras 90-93
    c. **Sutherland v Penn Medical Center Inc (BVILAT, July 2021**) paras 79-81
    d. **Christopher v BVIHSA (BVILAT, January 2022)** para 113

41. These decisions are helpful in principle but not assist greatly in the assessment of the precise amount of the award in other cases. Punitive damages are by nature unsuited to precise computation. The punitive aspect of an award will vary widely from case to case.

Severance pay

42. Regarding severance pay, Mr Neale submits that such an award may not be made because this is not a case that falls under section 104 of the Code. We agree.

Mitigation of loss

43. Mr Neale also noted that there is no evidence of the Complainant having made attempts to find new employment or her inability to do so. While section 86(2)(e) imposes on the employee a duty to mitigate his or her losses, the onus is on the employer to prove the employee has not done so. See **Geest Plc v Lansiquot** [2002] UKPC 48

Assessment of compensation

44. The Complainant claimed compensation in the Dispute Claim Form and punitive damages in her Reply. She did not state in the Reply or in her evidence what loss she actually suffered and she did not file a Schedule of Loss in accordance with rule 23(1)(f) of the Rules. Mr Maduro must therefore have felt some reluctance to include a figure in his submissions. Mr Neale on the other hand proposes compensation of $600 for the 14 days' notice to which the Complainant was entitled under section 90(1) of the Code. The Complainant got another job. It is not in evidence when she got it or at what salary. I would award her $600 for payment of two weeks' salary and a punitive sum of $4,800 for a total of $5,400.

45. I would also award the Complainant costs of $500.

By Order
Labour Arbitration Tribunal

Samuel Jack Husbands
Chairperson

I have read the above reasons of the chair of the Tribunal. I agree the award made.

SBrathwaite

Sheila Brathwaite
Arbitrator

LABOUR ARBITRATION TRIBUNAL
JUN 19 2025
BRITISH VIRGIN ISLANDS

I have read the above reasons of the chair of the Tribunal. I agree the award made.

ZAMclean

Zebalon McLean
Arbitrator