EMPLOYMENT RIGHTS TRIBUNAL

ERT/2015/128

Alfred Branch **CLAIMANT**

v.

Sandy Lane Hotel Company Ltd. **RESPONDENT**

BEFORE: The Hon Mr. Justice (ret'd) Christopher Blackman, GCM Chairman

Deighton Marshall, Esq. Member

Frederick Forde, Esq. GCM Member

DATE: 9th September, 2022, and 8th September 2022

APPEARANCES: Ms. Rhea Cheltenham and Ms. Yasmin Brewster, Attorneys-at-Law

For the Claimant

Mr. Michael Koieman, Attorney-at-Law for the Respondent.

DECISION

1. Mr. Branch's claim of unfair dismissal against the Respondent arose from a letter he had written to the General Manager of the Respondent Company on January 27, 2014. Thereafter, he failed or was reluctant to answer the Human Resources staff as well as the Chief of Security of the Respondent Company in a manner or use of language that they thought appropriate, at the disciplinary hearing held on February 4, 2014. As a consequence he was summarily dismissed.

BACKGROUND

2. The facts of this matter have been taken from the respective Witness Statements of the Claimant and Mrs. Winifred Williams, former Assistant Director Human Resources of the Respondent, and the several exhibits attached to those Witness Statements, both of whom gave sworn evidence and were cross-examined. The unchallenged witness statements of David Rouse, Chief of Security and Randall Wilkie General Manager of the Respondent have also been relied on for essential background information.

3. The Claimant started work with the Respondent, an internationally recognised hotel, on December 14, 2002. In late 2005, he was transferred to the Accommodation Services Division of the hotel as Laundry Supervisor, a position held until his termination in February 2014.

4. On July 10, 2010 the Claimant was issued with a written warning citing **'Poor standard of work'.** The Claimant considered that the warning was not merited in light of his knowledge of the events which allegedly gave rise to the warning, and moreover, the written warning contravened the disciplinary code of the Respondent, detailed in a handbook called the **Champion Rules of the Game (the Rules)** which stipulated *at* page 96, section 2, that a first offence for poor standard of work is dealt with by way of a verbal warning.

5. At paragraph 5 of the Claimant's Witness Statement he stated: *"Prior to the written warning dated 12th July, 2010 I never received a verbal warning from my employer or any superior regarding a poor standard of work."*

6. On July 19, 2010 the Claimant wrote the Respondent's Director of Human Resources outlining his reasons why he considered the decision to issue a written warning, to be unmerited. As a consequence, the Claimant met with Winifred Williams, then the Assistant Director Human Resources of the Respondent on August 20, 2010 and others. As stated in paragraph 8 of his Witness Statement, *"I was unsatisfied with the outcome of the meeting. As a result, I reached out to the Barbados Workers' Union ("BWU") seeking the intervention of my labour representative to assist in resolving the matter, on my behalf."*

7. The Tribunal reproduces paragraphs 9 to 13 of the Claimant's Witness Statement, as essential background to what later transpired.

"9.Sandy Lane Hotel denied me any further hearing on the matter. Furthermore, I was informed in the Human Resources department that I have no right of union representation by virtue of my position as Laundry Supervisor.

10. I have become aware of a Memorandum of Agreement between the Barbados Hotel and Tourism Association ("BHTA") and the BWU, more commonly known as the Collective Agreement. On page 6 of the Collective Agreement, under PART III – Definitions, the definition of "supervisory" is as follows:

"Those employees whose principal duties are the supervision of the work of other employees. It DOES NOT, however INCLUDE those employees in supervisory positions who, in addition to supervising the work of others, have the right to hire and fire or to effectively recommend the hiring or firing of the employees whom they supervise."

11. At no time the hiring or firing of employees formed a part of my duties as Laundry Supervisor. During my entire employment at Sandy Lane Hotel, I never had any authority to make decisions regarding the hiring or firing of staff members. I know Sandy Lane

Hotel to have a strict hiring and firing protocol which is done through the Human Resources Department.

12. As a result of the length of my time as an employee of Sandy Lane Hotel, I had several conversations of varying topics with my colleagues over the years. As a result of a certain conversation with a colleague, I had knowledge that in the months prior to the issuing of the Written Warning to me, a fellow Laundry Supervisor was afforded a member of the BWU to represent his interests in relation to a particular workplace concern that colleague had at the time.

13. By letter dated 25th August, 2010, Winifred Williams wrote to the BWU informing it that Sandy Lane Hotel could not consent to meeting with the Union regarding my Written Warning on the basis, amongst other things, that I held a supervisory position having the ability to hire and fire or to effectively recommend the hiring or firing of employees whom I supervised."

8. The critical parts of the letter to Mr. Le Vere Richards of the **BWU,** dated 25th August, 2010, signed by Mrs Winifred Williams, , identified as exhibit **"AB 6"** to her witness statement reads as follows: *"As mentioned to Ms Greene, we are unable to convene this meeting with you for the following reasons:*

1. Mr. Alfred Branch is employed in a supervisory position. He supervises the work of others and has the right to hire and fire or to

effectively recommend the hiring or firing of the employees whom he supervises as outlined on page 2 of the BHTA/BWU Agreement.

2. In addition, according to our records Mr. Branch's membership is not one that is recognised by the Company as a member of the Barbados Workers' Union.

....Please be guided accordingly"

9. As the meetings which were held over several months with the Chief Labour Officer, the Respondent Company and BWU to discuss the written warning issue as well as BWU representation, failed to resolve or provide the Claimant with "satisfaction", Mr. Branch pursued other approaches. These included conversations with Yvette Browne, the Human Resource Manager of the Respondent Company and Randall Wilkie the General Manager. It seems that both Ms. Browne and Mr. Wilkie told the Claimant that the 2010 incident and the ensuing warning letter had occurred "too long ago" for them to take any remedial action.

10. As a result of the conversation with Mr. Wilkie, the Claimant was however, reminded that he could appeal or refer it to the Chairman as a former Chief Executive, Michael Pownall had urged in a memorandum sent to all employees about any actions which might **publicly affect the Company's good name.** That memorandum dated 8 February 2008, ended by stating: *"I wish to reiterate earlier*

sentiments of the Chairman that if anyone has concerns that they feel are not being dealt with, the internal procedures must firstly be followed after which the Director of Finance, myself and the Chairman are always available to resolve."

11. The Claimant wrote to Mr. Wilkie on 27th January, 2014 for the purpose of confirming the details of the earlier meeting and the suggested course of action. The letter of 27th January, 2014 ended with these words: *"Now that I have exhausted every amicable effort in the grievance process, please be informed that I intend to entertain the chairman's plea to make him last resort before taking the good name of Sandy Lane Hotel into disrepute."*

12. The General Manager referred the letter to the Human Resources Department **for action as a result of the tone of the said letter** (emphasis added) in particular the statements that he had *exhausted every amicable effort in the grievance process"* and the intention *"to entertain the chairman's plea to make him last resort before taking the good name of Sandy Lane Hotel into disrepute."*

13. Significantly, the witness statements of Mr. Wilkie and Mr. Rouse which mentioned that *"The procedure for appealing or referring matters to the Chairman is that the employee contacts the Human Resources Department of the Respondent in order to arrange a meeting with or to speak to the Chairman regarding matters of this*

nature" did not advise whether the Claimant had at any time being advised of **how** he should initiate the process. On Mr. Wilkie's own admission, he simply told the Claimant that he should write to the Chairman.

14. On 31st January, 2014 the Claimant was summoned to attend a disciplinary meeting on February 4, 2014 to discuss the letter of 27th January, 2014 which had ended with these words: *"Now that I have exhausted every amicable effort in the grievance process, please be informed that I intend to entertain the chairman's plea to make him last resort before taking the good name of Sandy Lane Hotel into disrepute."* The Notice of the disciplinary meeting stated under the rubric **The Infractions** *"A statement by an employee to take the good name of Sandy Lane Hotel into disrepute in the context of your letter is in contravention of the basic standards in the Rules of the Game, the Code of Ethics and goes to the root of any contract of employment requiring a relationship of trust between the parties"*

15. At paragraph 14 of his Witness Statement, the Claimant stated that at the start of the hearing on February 4, 2014 he was told that nothing regarding the written warning given in 2010 or the issue of BWU representation would be discussed. The hearing was for the sole purpose of discussing the letter of January 27, 2014 written to Randall Wilkie.

16. Mr. Rouse's Witness Statement dated November 9, 2015 listed the seven (7) other persons who were present at the hearing on February 4, 2014. These included Mr. Therold Fields an attorney-at-law and as a 'friend' of the Claimant, and Mr. Fields' law clerk.

17. Mr. Rouse in his statement noted, inter alia, that (a) the Claimant contended that the last two lines in his letter to Mr. Wilkie were misinterpreted because the Claimant had five dictionary meanings for the word "before" and that he had meant it in the context of "rather than"; (b) when asked what his next action would be if the Chairman did not agree with his views, the Claimant replied that he preferred *"to hold that depending on the Chairman and myself meeting"*; (c) when again asked what action he would take, the Claimant replied that *"I am not prepared to go there. I have not met with the Chairman as yet"* and (d) that despite repeated requests to the Claimant as to what action he would take if either he did not meet with the Chairman or if the Chairman's decision was not favourable to him, the Claimant declined to give an unequivocal response to what may be characterised as "the hypotheticals".

18. In a letter dated February 5, 2014 from the Claimant to Mrs. Winifred Williams, attached to Mrs. William's Witness Statement as **Exhibit SL 5,** the Claimant sought to clarify the content of his letter to Mr. Wilkie *'was simply a respectful notification of my intention to take the*

ultimate step in Sandy Lane Hotel's grievance process (having exhausted all other options) as asked by the chairman.' "My understanding of the chairman's plea was that if any staff member had exhausted the internal grievance process he or she should refer the matter rather taking it into the public domain where the good name of Sandy Lane Hotel might be taken into disrepute.....My intention therefore was simply to respond to the chairman's plea of seeking a meeting with him via the formal, respectful route."

19. The Claimant was terminated on 10th February 2014 in a letter signed by Mrs. Williams which said in part *"The Company, has considered all the circumstances relating to this matter, including the contents of your letter....and the statement by you of your intention to bring the good name of Sandy Lane Hotel into disrepute. The Company has therefore lost all trust and confidence in you to perform your duties so as to maintain and promote the good name of the Company and its operations given the serious nature of the action which you intended to take....In the circumstances the Company has taken the decision to terminate your employment forthwith."*

20. Mrs. Williams in her evidence adopted her Witness Statement which essentially was corroborative of the Claimant's version of events and the statement of David Rouse reproduced at paragraph 16 herein. Both in her witness statement and under cross-examination, Mrs.

Williams asserted that as the Claimant gave no assurance in his letter of February 5th, 2014 of what action he would pursue if not 'given satisfaction from a meeting with the Chairman' it was clear to her that the Claimant was threatening Sandy Lane with damaging publicity unless a meeting with the Chairman took place, and the outcome was satisfactory to him.

21. Mrs. Williams at page 8 of her Witness Statement further stated that *"I did not consider that the relationship of employer and employee between Sandy Lane and Mr. Branch could continue under such circumstances despite his long service and often very high standard of work. I understood Mr Branch's frustration with how long his grievance had remained unattended. However, it was clear that his job was not in jeopardy as a result of the letter he complained of, which had been issued more than a year ago. For an employee to threaten to harm the company in relation to such a matter is to my mind completely inexcusable."*

22. Under cross-examination by Miss Cheltenham, Counsel for the Claimant, Mrs. Williams admitted that she had never told the Claimant that his job was not in jeopardy as a result of the letter that he complained of, as more than a year had elapsed since it had been issued. Mrs. Williams also agreed that at no time subsequent to the disciplinary hearing or Mr. Branch's dismissal in February of 2014, had

she become aware that he had taken any action to harm the reputation of the Respondent.

23. Further under cross-examination, Mrs. Williams agreed that following the coming into effect of the Employment Rights Act 2012 (the Act) in 2013, the Rules were amended to provide that *"The provisions of the Fourth Schedule of the Act.... will form part of and be added to the Rules of the Game as they relate to Discipline or Disciplinary Procedures. Provided that where any provisions of the said Fourth Schedule of the Act is inconsistent with any provision of the Rules of the Game, the provisions of the Fourth Schedule of the Act shall apply."* The rules in the Fourth Schedule under section 29 (4) (b), are:

(a) disciplinary action must be applied progressively in relation to a breach of discipline;

(b) except in the case of gross misconduct, an employee should not be dismissed for his first breach of discipline;

(c) in relation to breaches of discipline not amounting to gross misconduct

(i) an employee should be warned and given a reasonable opportunity to make correction; and

(ii) oral or written warnings or both should be utilised before stronger forms of disciplinary action are implemented; and

(d) where a period of 12 months or more elapses after a written warning is given, any breach of discipline committed before the commencement of that period shall be treated as expunged from the record of the employee."

24. Mrs. Williams maintained that the dismissal of the Claimant was warranted notwithstanding the directive in the Fourth Schedule that disciplinary action should be progressive, as a threat by an employee to threaten to harm the company was completely inexcusable.

THE ISSUES

25. The letter of 27th January, 2014 by the Claimant to Mr. Randall Wilkie, the General Manager of the Respondent Company, ended with these words: *"Now that I have exhausted every amicable effort in the grievance process, please be informed that I intend to entertain the chairman's plea to make him last resort before taking the good name of Sandy Lane Hotel into disrepute."*

26. The Claimant in his supplemental witness statement dated 27th July, 2022, stated that at the time of the disciplinary meeting, he had not contemplated any action beyond writing to the Chairman requesting a meeting and so had no informed or detailed response to provide the meeting held on February 4, 2014. This supplemental statement is consistent with the remarks made by Mr. Rouse, and to be considered

with the Claimant's contention that the last two lines in his letter to Mr. Wilkie had been misinterpreted as the Claimant had five dictionary meanings of the word "before" and that he had meant 'before' in the context of "rather than."

27. Counsel for the parties have taken slightly different positions on the issues for determination by the Tribunal. Counsel for the Claimant questions whether the dismissal of the Complainant by the Respondent was fair within section 29 of the Act, while Mr. Koeiman for the Respondent said that the Tribunal should first consider whether the Respondent fully complied with the procedural requirements under the Act to dismiss fairly, and secondly was the decision to dismiss reasonable.

THE SUBMISSIONS

28. Section 29 of the Act provides that "(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show

(a) The reason, or, if more than one, the principal reason, for the dismissal; and

(b) That it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held

(2) .....

(3) .....

(4) Where the employer has fulfilled the requirement of subsection (1), the question whether the dismissal was fair or unfair, having regard to the reason shown by the employer, shall depend on whether

(a) The employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee; and

(b) The employer complied with the rules set out in Part A of the Fourth Schedule.

29. Miss Rhea Cheltenham, Counsel for the Claimant submitted that the Respondent must show that it complied with the requirements of section 29 (4) of the Act in that it acted reasonably in treating the letter of January 27, 2014 as a sufficient reason for dismissing Mr. Branch, and that it had complied with the rules set out in Part A of the Fourth Schedule. Counsel adopted the reasoning in **Selwyn's Law of Employment** (18th edition) that whether a particular dismissal will be fair or unfair will depend on the circumstances of the case, and each case will turn on its own peculiar facts. In her written submissions, Miss Cheltenham noted that Mrs. Williams the sole Witness for the Respondent had conceded that Mr. Branch's alleged offending words mirrored those in the statement made by then CEO in 2008, and that

further the Claimant had never been involved in behaviour which was harmful to the Respondent's reputation. As a consequence, no reasonable employer should dismiss an employee for the contents of a single letter.

30. Mr. Koeiman for the Respondent has however contended that as (a) the Claimant was provided with a statement of the charge against him, (b) had been advised of his right to bring a friend and did so,(c) been provided an opportunity to be heard (d) given written notice of the decision to terminate and (e) had been advised of his right to appeal, the Respondent had fully complied with the procedures set out in the Fourth Schedule.

31. Counsel for the Respondent particularly relied on the evidence of Mrs Williams reproduced herein at paragraph 21 and at page 8 of her Witness Statement, which concluded with the words *"For an employee to threaten to harm the company in relation to such a matter is to my mind completely inexcusable."* Consequently, the Tribunal in his submission, needed only to decide whether the dismissal of the Claimant was within the band of reasonable responses by an employer.

32. Mr. Koeiman has placed reliance on a decision of the Tribunal ***Sonya Toppin v. Republic Bank (Barbados) Limited*** ERT/2018/047 that a single act of gross misconduct warranted dismissal, and that the

progressive discipline provisions of the Fourth Schedule were not applicable to this matter. The Tribunal would however observe that this reliance is misplaced. Toppin was the employee of a financial institution who was dismissed for an egregious breach of Exchange Control Regulations for attempting to leave Barbados with a large quantity of foreign currency without permission. This act of gross misconduct cannot equate to a letter for which the recipient of, did not like **the tone.**

THE LAW

33. The Rules of the Respondent which have been at the centre of the underlying issues in this matter were recently considered by the Caribbean Court of Justice **(the CCJ)** in a wrongful dismissal action. In a judgment dated 24 March, 2022 in the matter of ***Sandy Lane Hotel Company Limited (*****the Appellant*****) and Juliana Cato, Wayne Johnson and Charmaine Poyer(*****the Respondents*****)*** [2022] **CCJ** 8 (AJ) BB at paragraph 6 of that judgment delivered jointly by **Saunders P** and **Rajnauth-Lee, JCCJ,** the Court held that it was not lawful to dismiss the respondents without following the disciplinary process set out in the Respondent's own Champion Rules of the Game, (the Rules).

34. The three respondents in that matter who were dismissed by the Appellant in 2011, individually brought actions in the Magistrates' Court for wrongful dismissal against the Appellant under section 45 of

the Severance Payments Act. The Magistrate upheld the claims and ordered that the Appellant to pay damages in the sums claimed. On appeal, the Court of Appeal also held that the respondents had been wrongfully dismissed and were entitled to damages, on the ground that it was not lawful for them to be dismissed without the Appellant following the disciplinary process set out in its' own Rules.

35. Sandy Lane appealed the decision of the Court of Appeal to the **CCJ** and the exhaustive and detailed consideration of the Rules (see paragraphs 38 to 47 and 52-57 of the decision) by the learned Justices of the CCJ has been of great assistance to the Tribunal in the resolution of the instant matter. At paragraph 42, the court noted that **"For minor breaches of discipline or failure to achieve satisfactory standards, a formal verbal warning was to be given and recorded. A written warning is to be given for more serious offences. Failure to comply with the conditions of a final warning leads to dismissal."** In particular, the Tribunal has noted the observation at paragraph 53 that **"it cannot be where there is an allegation of poor performance, the Company should be permitted, unilaterally and arbitrarily to choose when to use the disciplinary process and when to eschew it."**

36. In the instant matter, the Claimant had from 2010 sought the rectification of his employment record to be in line with that stipulated at item 2 on page 96 of the Rules. The learned judge of **the**

CCJ particularly the dicta stated above in paragraph 35 is in full vindication of the position he had long held.

DISCUSSION AND DISPOSITION

37. The Tribunal has been concerned whether Mr. Branch's hearing on February 4, 2014 was fair overall given that at the start of the hearing he was told that the concerns that he had from 2010 including the lack of representation by the BWU were **not** (emphasis added) for consideration. Additionally, the observation at paragraph 13 of the Respondent's submission that *"At no point did the Claimant provide any reassurance that any actions he would take after meeting with the Chairman would not harm Sandy Lane or its reputation"* seemed to be regarded as an aggravating factor, leading to Mrs. Williams' remarks reproduced earlier that *"For an employee to threaten to harm the company in relation to such a matter is to my mind completely inexcusable."*

38. In the letter of dismissal dated 10th February, 2014 shown at paragraph 19, it was stated that as the Company had lost all **trust and confidence** in the Claimant, it had taken the decision to terminate his employment forthwith. The Tribunal respectfully acknowledges the valuable principles expressed on the issue of **mutual trust and confidence** particularly in paragraphs 69 to 72 of the judgment of **the CCJ,** and queries whether the mutuality of that

trust and confidence by the employer was breached when Mr. Branch was constrained in his defence by **what** he could not bring up. See paragraph 15 above. In addition, the Tribunal has considered the extract from the witness statements of Mr. Wilkie and Mr. Rouse at paragraph 13 above that *"The procedure for appealing or referring matters to the Chairman is that the employee contacts the Human Resources Department of the Respondent in order to arrange a meeting with or to speak to the Chairman regarding matters of this nature did not advise whether the Claimant had at any time being advised of **how** he should initiate the process. On Mr. Wilkie's own admission, he simply told the Claimant that he should write to the Chairman."*

39. The Tribunal does not accept Mr. Koeiman's submission shown at paragraph 30 above that the formalistic ticking of boxes for the purposes of compliance of Part A of the Fourth Schedule of the Act meets the requirements of the Act. Certainly, the restriction on what could be discussed by the Claimant at the hearing undermined the contention that he was provided with a **full opportunity to be heard.**

40. In the result and on a consideration of all the material presented, the Tribunal holds that the letter of 27th January, 2014 by the Claimant to the General Manager, Randall Wilkie was not intended as a threat to the good name of the Respondent, and that the consequential

dismissal, was unfair. The Tribunal accepts the Claimant's explanation that he used the word 'before' in the sense of 'rather than' and that he had written the letter to Mr. Wilkie first as a mark of respect. The Tribunal is of the view that the answers to the **'what ifs'** considered in paragraph 17 above, were not sufficient to justify the conclusion by the Respondent that the Claimant intended to bring the Respondent into disrepute. To adopt, with some licence the language of the Justices of the CCJ, a human resource department should be **astute** to secure the interests of employees and not leave them at the mercy of a superior who takes offence at the **tone** of a letter. The Tribunal has taken note that the Claimant had not been advised that the proper protocol was that *"The procedure for appealing or referring matters to the Chairman is that the employee contacts the Human Resources Department of the Respondent in order to arrange a meeting with or to speak to the Chairman regarding matters of this nature."* A prudent Human Resource Department would have facilitated the Claimant's requests, and monitor the outcome, to see whether any action was necessary or required.

THE AWARD

41. The Tribunal is empowered when it finds that an employee has been unfairly dismissed, to consider the remedies of reinstatement or re-

engagement. The Act further provides that where neither reinstatement nor re-engagement is ordered, the Tribunal shall make an award of compensation for unfair dismissal to be paid by the employer to the employee, to be computed in accordance with the provisions of the Fifth Schedule. In this matter, the Claimant has indicated that he was not seeking reinstatement or re-engagement by the Respondent.

42. Counsel for the Claimant and the Respondent in a joint submission dated 31st October, 2022 agreed that if the Claimant was successful in his claim against the Respondent for unfair dismissal, he would be entitled to a basic award in the sum of $50,001.60.

43. Miss Cheltenham for the Claimant in a separate submission dated November 1st, 2022 has sought to quantify an additional amount for the service points and meal allowance which had been provided to the Claimant by the Respondent during his employment. However, in the joint submission dated 31st October, 2022 already referred to, the Tribunal has been provided with Income Tax Returns for six years which makes clear to the Tribunal that the value of the benefits received had been taken into account. To recognise the submission of November 1st, 2022 would amount to "double dipping". Moreover, the submission is not supported by any legal or other authorities. In the result, the submission is not entertained.

44. At page 8 of her witness statement, Mrs. Williams stated that the Claimant's weekly wage at termination was $788.79 and that his **gross weekly** earnings, before deductions for NIS and PAYE, was $1,515.20. Mr. Branch was employed by the Respondent for 11 years before his dismissal. The Tribunal in determining the basic award due to the Claimant, has used the amount of the weekly wage of $788.79 multiplied by three weeks' wages computed as provided for at paragraph 2 (2) (c) of the Fifth Schedule where the period of continuous employment is 10 years or more but less than 20 years, by 11, being the number of years worked. The calculation is therefore $788.79x3x11 = $26,030.07 which amount the Tribunal awards the Claimant.

45. Paragraph 1 (b) of the Fifth Schedule further provides that the Tribunal shall award an amount in respect of any benefit which the employee might reasonably be expected to have had but for the dismissal. The difference in the weekly wage with the weekly **gross** earnings is $726.41. The Tribunal has determined that the sum of $726.41x3x11=$23,971.53 is the value of the benefit to which the Claimant is entitled in accordance with paragraph 1 (b) of the Fifth Schedule.

46. The Claimant is also entitled to be compensated for the summary termination. Section 22 (1) (d) provides that 6 weeks' wages are to be

paid where the period of continuous employment is 10 years or more but less than 15 years. The amount due under this head is $788.79x6=$4,732.74.

47. The aggregate amount due to the Claimant by the Respondent is

(a) The basic award	$26,030.07
(b) The benefits entitlement	$23,971. 53
(c) Wages in lieu of notice	$4,732.74
	$54,734.34

48. The Tribunal orders the Respondent Sandy Lane Hotel Co. Limited to pay to Alfred Branch the Claimant, the sum of $54,734.34 by December 15, 2022.

49. Each party to bear their own costs.

Dated this 16th day of November 2022

Christopher Blackman

Chairman

Deighton Marshall

Member

Frederick Forde

Member