

**INDUSTRIAL TRIBUNAL**

**New Providence**

In The Matter Of the Industrial Relations Act Chapter 321

AND

In the Matter of the Industrial Relations (Tribunal Procedure) Rules, 2010.

BETWEEN:

**KEDRA L. BELL**

APPLICANT

VS.

**JOHN BULL LIMITED**

RESPONDENT

Appearances: Mr. Keith Seymour on behalf of the Applicant  
Mrs. A. Camille Fields on behalf of the Respondent

Before: Her Honour, Vice President Marilyn L. Meeres

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**DECISION**

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**Background**

1. This is a claim for wrongful or unfair dismissal as set out in the Originating Application filed by the Applicant on the 8<sup>th</sup> August A. D. 2017 and the Report of a Trade Dispute filed herein.

## **EVIDENCE OF THE APPLICANT**

2. The Applicant states that she was employed with the Respondent for a period of Six (6) years and Three (3) months, from November 2010.
3. At the time of being hired she signed an Employment Letter which was attached to a Handbook. Once these were signed they were returned to the Store Manager at the Marathon location. She identified a version of the Handbook.
4. She further states that she was terminated at the end of January 2017 and received an official letter on the 4<sup>th</sup> February. She identified the termination letter which she read and stated that the letters said she was terminated because they believed that she was dishonest because she travelled while she was out sick. The letter was exhibited as "KB.1".

# John Bull Limited

Marlyn L. Wevers  
13<sup>th</sup> December, 2017

Watches - Perfumes - Cosmetics - Jewellery - Leather Goods

February 4<sup>th</sup> 2017

Kedra Bell  
The Cosmetic Boutique  
John Bull Ltd.  
Nassau, Bahamas


Dear Kedra,

Please be advised that we have now completed our investigation into the matter which occasioned your suspension.

In view of the above, please be advised that your contract of employment has been terminated on the grounds that we genuinely and reasonably believe that you were dishonest. You submitted a sick slip to your manager stating you were going to be out sick for five days. During this sick time it was brought to your manager's attention that you travelled to Arizona and participated in a World Ventures Conference. As a result thereof, you have vitiated the trust and confidence reposed in you by the company in the performance of your duties and responsibilities.

It is for these reasons that we feel that continuing your employment will not be beneficial to the company. Therefore, at this time we feel it is in the best interest of this company that we terminate your employment but do however wish you success in your future career pursuits.

Your final paycheck less any money owed to the company will be paid on Friday February 17<sup>th</sup> 2017. Your commission will be in the bank as scheduled on or before the 10<sup>th</sup> of this month.

Sincerely,  
for 

Andrew T.W. Roberts PHR, LPQ  
Director of Operations  
John Bull Group of Companies

cc: Personnel File

5. She says at the time she was terminated she was a Supervisor as she was a Counter or Brand Manager.
6. She recalled the incident which they referred to, On that Tuesday, 23<sup>rd</sup> January, 2017 she left work to attend the doctor who suggested she take some time off and gave her a sick slip for five (5) days starting from that date. She informed her immediate Store Manager, Allison Ferguson, and sent the sick slip in with a third party.
7. She goes on to say that when she returned to work on the 29<sup>th</sup> January she was pulled into a meeting with Allison Ferguson and Dorian Roach. In that meeting she was asked if she was out sick and she said yes. She was then asked if she had travelled and she said yes. She was told that she should not have travelled while she was out sick. She tried to explain that this was only the second time in six (6) years that she had called in sick. Dorian Roach told her that was exactly why it was a problem. She was suspended for five (5) days without pay and she was also cut for the five (5) days she was off sick.
8. She says she did not have any other infractions with John Bull during her tenure with them but she was given a reference letter by them in August 2015. The letter was identified and exhibited as "KB.2". It gave her salary as \$1,625.00 per month and approximately \$600.00 commission. It also stated that she was honest and reliable and her continued employment was favourable.

# The Cosmetic Boutique

Allison D. Ferguson  
Store Manager

Bay Street P.O. Box N-3737 Nassau, Bahamas  
Tel: (242) 323-2731 Fax: (242) 323-2796  
allison.ferguson@johnbull.com

3022800

Exhibit  
Marilyn E. Weeks  
13th December, 2017

# John Bull

The Cosmetic Boutique  
Bay Street  
P.O. Box N-3737  
Telephone: 323-2797

August 7<sup>th</sup>, 2015

## TO WHOM IT MAY CONCERN:

Dear Sir/Madam,

### Re: Ms. Kedra Bell

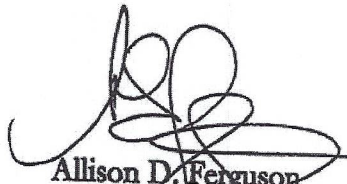
This letter serves as confirmation that Kedra Bell has been employed by John Bull Limited, from November 1<sup>st</sup>, 2010 to present and holds the position of Counter Manager for the John Bull Group of Companies at our location - The Cosmetic Boutique Store.

Her monthly salary is \$1625.00 p/m plus approx. \$600.00 - \$1,000.00 in commission.

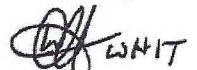
We have found Kedra to be honest and reliable and her continued employment with us is favorable. All courtesies extended to her at this time would be greatly appreciated.

Should you require any additional information, please do not hesitate to contact the undersigned at (242) 323.2731.

Sincerely,

  
Allison D. Ferguson  
Store Manager  
The Cosmetic Boutique

8.27.15 - 9:27AM  
Ladana Bethel - HR  
Verified info current  
and correct. Kedra is  
confirmed permanent

  
LADANA

9. The Applicant further states that she was given annual performance reviews but she was never recommended for any additional classes because she had already taken both the Sales and Management classes at John Bull successfully.
10. Under cross-examination she admits that the date should have been 24<sup>th</sup> and not 23<sup>rd</sup> January that she saw the doctor. The sick certificate was entered as "KB.3".

KB 3



**Medical Certificate**  
**Certificate No: 290**

January 24th, 2017,

This is to certify that Kedra Bell was examined at Bay Street Medical and will be unfit to work for 5(five) day(s).

**Effective Date: 1/24/2017**

Signed,

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Dr. Tyneil Cargill

**Dr. Tyneil Cargill**

Ph: (242) 326-5230

Fax: (242) 326-5231

DrC@baystmedical.com

11. On being shown two documents showing infractions she acknowledged that she was aware of both instances. They were entered as "KB.4".

VERBAL WARNING

KB-4

Employee Disciplinary Report

John Bull

Employee Name: Kedra Bull Employee #:
Department/Branch: Clinique Position:
Date of Incident: 27-April-11 Time of incident: 11:30Am

Conduct Violations

- Breach of Confidentiality
Dishonesty
Fraudulent Offense
Gross Indecency/Insolence
Carelessness
Destruction of company property
Possession/ Use of Alcohol or Drugs
Failure to follow instructions
Failure to remain in work area
Harassment/Sexual Harassment
Lack of cooperation/teamwork
Leaving without permission
Misconduct
Gross Insubordination
Gross Misconduct
Gross Negligence
Theft
Poor customer service
Substandard Work
Tardiness
Threatening or engaging in violence
Unexcused Absence
Violation of company rules of conduct
Violation of safety rules
Other (explain below)

Facts of the Incident: Kedra went on a break, she did not clock out and she left the store without permission.

Witnesses:

Employee's Comments: I Did NOT LEAVE THE STORE WITHOUT PERMISSION, I DID NOTIFY MY SUPERVISOR AS I EXITED THE STORE + WAS GIVEN A VERBAL WARNING BY MRS. ROBERTS.

WARNING WAS GIVEN FOR NOT CLOCKING OUT

This report is to be made part of the official record of the above-mentioned employee.
Action to be taken: [X] Warning [ ] Suspension w/o pay [ ] Final Warning [ ] Termination
Timetable for Improvement: [ ] Immediate [ ] 30 days [ ] 60 days [ ] Other
Consequences of failure to improve: [X] Discipline up to and including termination [ ] Suspension w/o pay [ ] Termination

Signature of Manager: S. Roberts Date: 27-4-11

I have read this report and agree to timetable for improvement and consequences of failure to improve.
Signature of Employee: Date: May 3rd 2011

Last offence: Date: Nature of Incident: Action Taken:

Human Resources Manager Signature: Date:
Copy to: [ ] Employee [ ]

KB-4

# Employee Disciplinary Report



Employee Name: Kedra Bell Employee #: 1421  
 Department/Branch: Clinique #45 TCB Position: Clinique BA  
 Date of Incident: July 2012 Time of incident: Aug 1 - 2012

## Conduct Violations

- Breach of Confidentiality
- Dishonesty
- Fraudulent Offense
- Gross Indecency/Insolence
- Carelessness
- Destruction of company property
- Possession/ Use of Alcohol or Drugs
- Failure to follow instructions
- Failure to remain in work area
- Harassment/Sexual Harassment
- Lack of cooperation/teamwork
- Leaving without permission
- Misconduct
- Gross Insubordination
- Gross Misconduct
- Gross Negligence
- Theft
- Poor customer service
- Substandard Work
- Tardiness
- Threatening or engaging in violence
- Unexcused Absence
- Violation of company rules of conduct
- Violation of safety rules
- Other (explain below)

*Failure to perform Assignable.*

### Facts of the Incident:

Kedra's body language was  
on in iting. She did not walk the customer  
over to the area. She had her arms folded the entire  
time.

### Witnesses:

### Employee's Comments:

This report is to be made part of the official record of the above-mentioned employee.

Action to be taken:  Warning     Suspension w/o pay \_\_\_ day(s)     Final Warning     Termination  
 Timetable for improvement:  Immediate     30 days     60 days     Other \_\_\_\_\_  
 Consequences of failure to improve:  Discipline up to and including termination     Suspension w/o pay     Termination

Signature of Manager: [Signature] Date: Aug 9 - 2012

*I have read this report and agree to timetable for improvement and consequences of failure to improve.*

Signature of Employee: [Signature] Date: \_\_\_\_\_

Last offence: Date: \_\_\_\_\_ Nature of Incident: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Additional Remarks: \_\_\_\_\_

Human Resources Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to:  Employee     Manager     HR



12. She also states that her immediate Manager was well aware of her health condition.
13. She admits that she was out sick but does not feel that this meant she could not travel. She was told by her doctor that she should take it easy and so she travelled for rest. She also insisted that her travelling did not entail very much standing or walking or any strenuous activities.
14. On re-examination the Applicant states that the two disciplinary reports were supposed to have been verbal warnings and did not affect her overall performance review.
15. The Applicant closed and the Respondent elected not to call any witnesses.

#### **SUBMISSIONS OF APPLICANT**

16. The Applicant submits that on Tuesday January 23<sup>rd</sup>, 2017 the Applicant left work early advising that she had to attend the doctor. After her visit to Bay Street Medical, she received a Medical Certificate no. 290 which indicated that "Kedra Bell was examined at the Bay Street Medical and will be unfit for five (5) days [Tab 3]. The Applicant returned to worked on January 31<sup>st</sup>, 2017 as scheduled and she was pulled into a meeting with her Supervisors. The Applicant was asked if she was out sick and also if she travelled both of which questions were answered in the affirmative. The Applicant said that her Supervisor told her that considering that she received a medical certificate, she was unfit for five (5) days and should not have travelled during that time. Further, that the Applicant should have been healthy enough to report to work and the fact that she did not, resulted in her being dishonest. The Applicant was not paid for the 5 medically approved sick days. The Supervisor

informed the Applicant that she would be suspended for 5 days as a result of her apparent dishonesty. The Applicant received her termination letter on February 4<sup>th</sup>, 2017. The letter indicated that "you submitted a sick slip to your manager stating you were going to be out sick for five days. During the sick time it was brought to your manager's attention that you travelled to Arizona and participated in World Venture Conference. As a result therefore, you have vitiated the trust and confidence reposed in you by the Company in the performance of your duties and responsibilities". This termination letter violated the company's disciplinary process as the Applicant never received the appropriate warnings and submitted no evidence to the contrary of the medical certificate, after which a repeated infraction would lead to termination. Therefore her termination was rush to judgement and premature.

17. The Applicant was not paid for five (5) days medical leave which is contrary to the John Bull Handbook which states, "In the event of absence from work due to certified sickness, the company will make up your weekly income to your full base salary in accordance with the following period, after completion of probationary period and during the remainder of the first year 5 days. As a result of the Supervisor's claims, the Applicant was advised of her 5 day suspension without pay. This is in violation of her Employment Contract as this matter is not a term with respect to the medical certificate.
18. The Applicant was hired as a Sales/Beauty Advisor and was eventually promoted to Counter Manager up to the time of her termination letter dated February 4<sup>th</sup>, 2017.

19. The Respondent would have summarily dismissed the Applicant. The grounds for Summary Dismissal are stated in Section 32 of the Employment Act.
20. Further it is the Respondent's responsibility to ensure that they would have conducted a reasonable investigation with respect to the Applicant's actions as provided for in Section 33 of the Employment Act, "33. An employer shall prove for the purposes of any proceedings before the Tribunal that he honestly and reasonably believed on a balance of probability that the employee had committed the misconduct in question at the time of the dismissal and that he had conducted a reasonable investigation of such misconduct except where such an investigation was otherwise unwarranted". The Respondent provided no medical evidence to the contrary with respect to the medical certificate issued by Bay Street Medical.
21. The Respondent was provided with a Medical Certificate with respect to her illness. The grounds for sick leave are stated in Section 11 of the Employment Act.
22. The Respondent is under a legal duty to treat the Applicant honestly and fairly when making a decision to terminate.
23. The Respondent is under a legal duty to adhere to the statute laws of The Commonwealth of the Bahamas as it relates to the Applicant's employment and should pay the Applicant all statute benefits due and owed upon termination.
24. Whether misconduct justifies summary dismissal is a question of fact (see **Neary & Another v Dean of Westminster**). The question will always arise what degree of misconduct justifies summary dismissal. [**In Neary v Dean Westminster (1999) 1RLR 288 @ 291** Lord Jauncey of Tullichettle said "gross miscount justifying

summary dismissal may be seen as conduct so undermining the trust and confidence which is inherent in a particular contract of employment that the employer should no longer be required to retain the employee in his employment". He then quoted a statement by Lord James of **Henford in Clouston & Co. Ltd. V Corry (1906) A. C. 122** where he said "Now the sufficiency of the justification depended upon the extent of the misconduct. There is no fixed rule of law defining the degree of misconduct which will justify misconduct. Of course there may be misconduct in a servant which will not justify the determination of a contract by one of the parties to it. On the other hand, misconduct inconsistent with the fulfilment of the express or implied conditions of service may justify dismissal".]

## **RESPONDENT'S SUBMISSIONS**

25. The Respondent submits that the Applicant signed acknowledging both the Company Handbook and Policy & Procedures Manual. She confirmed signing same during Tribunal and indicated that copies of the manuals were at the store location. The acknowledgment states: "I further understand and agree that I am expected to abide by the rules and policies in the manual, as well as changes made hereto by management from time to time. I realize that my failure to do so may constitute cause for dismissal at any time with cause". (Refer to Tab 5).
26. Doctor Tyneil Cargill issued a sick slip for five days indicating she was unfit for work. (Refer to Court exhibit KB-3). The Company can draw a reasonable inference that the intent was for her to be on bedrest to recuperate. However, the very next day she travelled to Arizona. The travel time for this journey is approximately a little over

7 hours. This does not include the time to be processed in a minimum to airports and layover time. Thus she would have been travelling and not resting to recover for almost a full day. The Company contends that this would not have been the intent when given the sick days off. (Refer to Tab 6).

27. Upon conferring with our Doctor (Martin Brown-Kennedy Medical Center), for general information, we were advised that when a sick slip is issued (unfit for work) especially for more than 3 days, it is the intention that the person should be on bed rest to recover for at least the first few days. Ms. Bell travelled the very next day after being issued a sick slip approximately 2pm the day before – January 24. She thus had to make immediate preparations for her travel, giving the impression that she in fact did not need any time to rest or start her recovery.
28. During the Tribunal the Applicant via her lawyer made reference to her receiving a favourable reference letter (Court exhibit Kb-2), despite having two prior disciplinary actions in 2011 and 2012 (Court exhibit Kb-4). However, this reference letter was issued 2015. As per our policy, 3.10 Section C- the Company always reserves the right to deem a contract repudiated upon the single occurrence of any prohibited act. As such, her past performance does not exonerate her from being disciplined for future infractions. (Refer to Tab 7).
29. Additionally, as per the same policy Section D, the ability of the Company to exercise its discretion on a case by case basis is paramount. (Refer to Tab 7).
30. We further submit that the Applicant was suspended without pay, in accordance to our Company's policy. Upon investigating all the information gathered, the Company

honestly and reasonably believed on a balance of probability that the employee had committed the misconduct in question at the time of the dismissal. (Refer to Tab 8).

## **ISSUE(S)**

31. Whether the Applicant was wrongfully dismissed?

## **THE LAW**

32. At Common Law, wrongful dismissal occurs when two conditions are fulfilled. Firstly, the employer must have terminated the contract of the employment without notice or with inadequate notice. Secondly, there was no justification in terminating the contract of employment. In order for there to be a lawful termination there must be reasonable notice or reasonable pay in lieu of notice. This is the common law position.
33. In **Betty K Agencies Limited v Suzanne Frazier NO. 270 of 2013** Court of Appeal of The Bahamas, sets the rule that:

*"Where statutory provision exist, case law can only be a guideline as to the possible meaning and interpretation to be given to the statutory provisions.*

*Section 31 of the Employment Act provides that the conduct which may justify an employee's summary dismissal must be such as to amount to a fundamental breach of his conduct, or is repugnant to the interests of the employer..."*

34. Notice is determined under **Section 29 (1) (c) of the Employment Act CH 321A.**
  29. (1) for the purposes of this Act, the minimum period of notice required to be given by an employer to terminate the contract of employment of an employee shall be –

- (a) where the employee has been employed for six months or more but less than twelve months –
  - (i) One week's notice or one week's basic pay in lieu of notice; and
  - (ii) one week's basic pay (or a part thereof on a pro rata basis) for the said period between six months and twelve months;
- (b) where the employee has been employed for twelve months or more –
  - (i) two week's notice or two weeks' basic pay in lieu of notice; and
  - (ii) two weeks' basic pay (or a part thereof on a pro rata basis) for each year up to twenty four weeks;
- (c) where the employee holds a supervisory or managerial position –
  - (i) one month's notice or one month's basic pay in lieu of notice; and
  - (ii) one month's basic pay (or a part thereof on a pro rata basis) for each year up to forty-eight weeks.

35. **Sections 31 to 33 of the Employment Act** speaks to summary dismissal in Instances of misconduct that is contrary to the fundamental interests of the employer:-

- 31. **An employer may summarily dismiss an employee without pay or notice when the employee has committed a fundamental breach of his contract of employment or has acted in a interests of the employer; Provided that such employee shall be entitled to receive previously earned pay.**
- 32. **Subject to provisions in the relevant contract of employment, misconduct which may constitute a fundamental breach of a contract of employment or may be repugnant to the fundamental interests of the employer shall include (but shall not be limited to) the following –**
  - (a) theft;
  - (b) fraudulent offences;
  - (c) dishonesty;
  - (d) gross insubordination or insolence;
  - (e) gross indecency;
  - (f) breach of confidentiality, provided that this ground shall not include a report made to a law enforcement agency or to a government regulatory department or agency;
  - (g) gross negligence;
  - (h) incompetence;

- (i) gross misconduct.
33. An employer shall prove for the purposes of any proceedings before the Tribunal that he honestly and reasonably believed on a balance of probability that the employee had committed the misconduct in question at the time of the dismissal and that he had conducted a reasonable investigation of such misconduct except where such an investigation was otherwise unwarranted.
36. **Neary and Another v Dean of Westminster [1999] IRLR 288**, sets the test for summary dismissal at common law as conduct so undermining the trust and confidence inherent in the particular contract of employment that the employer should no longer be required to retain the employee in his employ.
37. The test for wrongful dismissal is whether the Employer's decision to terminate was reasonable in light of the circumstances.
38. **British Home Store Ltd. V Burchell (1978) IRLR 379, ICR 303n**, sets guidelines for consideration of case of summary dismissal given in the form of the following questions:
- (i) Did the employer believe, as distinct from merely suspecting, that misconduct had occurred?*  
*(ii) was that a reasonable belief in the light of what was known to the employer at the time?*  
*(iii) was it a belief arrived at after as much investigation as was reasonable in the circumstances? and,*  
*(iv) was it reasonable to dismiss having regard to the gravity of the misconduct which the employer believed had occurred?"*
39. On the facts and evidence given, the Applicant was terminated for travelling while on sick leave which was considered dishonesty on the part of the Applicant.



40. Sick leave is defined in Section 11 of the Employment Act:

(i) An employee who has been employed for at least six months is entitled to one week sick leave with pay in any year where he is prevented by illness from performing his duties at his place of work;

*Provided that no employee shall be entitled to receive payment in respect of periods of sick leave which is only one day long nor to accumulate such leave from year to year.*

*(ii) Every employee shall be required to produce to his employer a medical certificate except in respect of the first day's sick leave for any period of sick leave;*

*Provided that notwithstanding to proviso in subsection (1) an employee shall be entitled to receive payment in respect of the first day's sick leave where he presents a medical certificate to his employer.*

*(iii) An employer may, on processing a claim for sick leave by an employee, require such employee to be examined by an independent physician and may refuse such leave if the physician is of the opinion that the employee is fit for work.*

41. The Applicant admitted that she was on sick leave but insists that she did not feel that this meant she was unable to travel. Her evidence is that the Doctor advised her that she needed rest and she therefore travelled to be able to get the needed rest. She says she did not go to a Conference as alleged by the Respondent and no evidence was presented to the Tribunal to prove the Respondent's allegation.

42. The dismissal of the Applicant must be fair and reasonable in all the circumstances. There are also minimum procedures which the Respondent must go through including writing to the Applicant in advance, inviting her to a meeting, and also offering a right of appeal against the Respondent's decision to dismiss. However, considering that dishonesty is based on the merits of the facts of the case, it is important to identify the employment industry standard for dismissals. Therefore, we point out the industry standard and identify what the Respondent failed to do when the Applicant was dismissed. The fact is that the Respondent did not follow the

industry standard as outlined in the Employment Act when they proceeded to terminate the Applicant for dishonesty. In this case the Applicant received a medical certificate declaring her unfit to work for 5 days. The Applicant admitted to travelling during that time and returned to work on January 31<sup>st</sup>, 2017 as scheduled. It is unclear how then the Respondent can deem the Applicant as dishonest in the circumstances. The Employment handbook also provides that: "Absences exceeding 1 day, due to sickness or injury sustained off the job, must be substantiated by a medical certificate forwarded to your immediate Supervisor as soon as possible thereafter and on a regular basis in the event of long term illness".

43. With respect to the dismissal of an employee for dishonesty, the Respondent must be sure that the action of the Applicant is that of dishonesty and that may have been determined had there been an investigation.
44. Having no explanation other than the Applicant was being dismissed for dishonesty is a breach of the Employment Act. This statement is legally flawed as with respect to unfair dismissal and the remedies, Section 4 of the Employment Act states "...that nothing in this act shall be construed as limiting or restricting (a) any greater rights or benefits of any employee under law, contract of employment, arrangement, or custom..."

## **CONCLUSION**

45. The Respondent made attempts to avoid paying the Applicant severance for the service rendered. The Applicant did not deserve to be terminated summarily.

46. Therefore, it appears that the Applicant was vacated from her employment with the Respondent without proper cause for termination, which is in fact a breach of her employment contract.
47. The Applicant was employed under a contract for an indefinite period and in the absence of expressed contractual language to the contrary, the Respondent is required to give the Applicant reasonable notice of his intention to terminate the contract or pay in lieu. The Respondent failed to do just that.
48. The Tribunal has done extensive research on its own and can find nothing that would indicate that an employee is prohibited from travelling while on sick leave.
49. Based on the facts before it the Tribunal is of the opinion that the Respondent did not comply with the necessary guidelines as stated in the cited cases. There was no proper investigation before the Applicant was dismissed and there is no evidence of dishonesty as was the reason stated for the dismissal.
50. The Respondent submits that they confirmed with their Doctor and it was his opinion that a person should not travel for at least the first few days. This was not brought out in evidence and is only an opinion.
51. The Tribunal is of the view that it depends on the circumstances. In the instant case the Applicant gave evidence that she travelled in order to rest.

52. The Tribunal therefore concludes that the Applicant was wrongfully dismissed and makes the following Award:

<b>Notice Pay – Four (4) Weeks @ \$556.25 per week</b>	<b>\$ 2,225.00</b>
<b>Termination pay – Four (4) weeks per year for six (6) years</b>	<b>\$13,350.00</b>
<b>Five (5) days suspension without pay -</b>	<b>\$ 556.25</b>
	<hr/>
<b>TOTAL AWARD</b>	<b>\$16,131.25</b>

53. The award is subject to interest at 10% per annum pursuant to the Civil Procedure Award of Interest Act 1992.

**THIS IS THE JUDGMENT OF THE TRIBUNAL  
DATED THIS 7<sup>th</sup> DAY OF FEBRUARY A. D. 2018**

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**Marilyn L. Meeres  
Vice President**