

DECISION OF BOARD

HEARING

Dispute filed under

Employment Act 2000 (the "Act")

PURSUANT TO PART VA SECTION 44B

EMPLOYMENT & LABOUR RELATIONS TRIBUNAL

COMPLAINANT : GABRIELLE GANGADHAR

RESPONDENT :

DATE : December 7th, 2022

**Panel : Edward Ball Jr, JP, LLB, FCMI Chairman
Jocene Wade JP, FCMI Deputy Chair
Michael Frith**

DETERMINATION & ORDER

EMPLOYMENT & LABOUR RELATIONS TRIBUNAL HEARING

BETWEEN

GABRIELLE GANGADHAR

and

Members of Tribunal:

Edward Ball Jr

Jocene Wade

Michael Frith

Hearing Dates:

December 7th 2022

Place:

Department Health Insurance

Sofia House

2nd Floor

48 Church Street

Hamilton HM 11

Matter of Dispute:

Section- 19(2),19(4) Probation

Section – 20(2), 20(3) Notice period

Section- 28(1)(a), 28(1)(h), 28(1)(j) Unfair

Dismissal

Section - 29(A) Whistle Blower

Section - 38(2)

Directions Hearing:

October 17th, 2022.

Order signed November 3rd, 2022

Complainant Representative:

Craig Rothwell

**of Cox, Hallet & Wilkinson Limited
withdrew representation to the
Complainant on December 2nd, 2022.**

**Alan Gilbert acted as Ms. Gangadhar's
Representative at the December 7th, 2022
Hearing**

Respondent Representative:

Ryan Hawthorne

Trott & Duncan Limited

AUTHORITY TO HEAR MATTER

The Tribunal Hearing was conducted in accordance with section 44B (2), the General Powers of section 44C and that the Tribunal shall regulate its own proceedings as it sees fit pursuant to Schedule 2 (20) of the Employment Act 2000 ("the Act").

PRELIMINARY ARGUMENTS HEARD BY THE TRIBUNAL

1. The Tribunal referred the Parties to section 44E that provides , unless both parties consent, to exclude the public or any representative of the press where it considers it necessary or desirable to protect the privacy of parties to a Hearing.
2. The Complainant did not consent to exclude the press or the public.
3. However, the Tribunal addressed Mr. Hawthorne's email and letter dated December 2nd, 2022, where Counsel revealed that Ms. Gangadhar had published the documents that the Respondent provided in these proceedings and disclosed Mr. Hawthorne's Without Prejudice discussions with Mr. Rothwell,

who no longer represented the Complainant. Mr. Hawthorne had requested that, before exchanging of the Respondent's Witness statements Bundle, that the Tribunal receive assurances from the Complainant that she immediately stop sharing any of the Respondent's documents/submissions to the Tribunal and in which he had requested that the Tribunal conduct the proceedings in private.

4. As a result of the Complainant's actions, the Tribunal issued a **Desist & Resist Order** sent via email, to restrain the Complainant from publishing and disseminating any of the Respondent's documents as well as from making further allegations against the Respondent via email and social media.
5. The Complainant signed a separate letter from the Tribunal where she acknowledged receipt of the Desist and Resist Tribunal letter and that she understood that a civil penalty would be imposed for breaching the requirements of such letter.
6. Despite the procedural steps at paragraph 3 to 5, on December 6th, 2022, the Complainant emailed two (2) Without Prejudice documents to the Tribunal.
7. The Tribunal sought the views of both parties on whether the case should be dismissed based on the Complainant sending to the Tribunal the Without Prejudice documents described above.
8. The Respondent replied that the documents discussed at paragraph 6 pertained solely to the Complainant and requested that the Hearing proceed.
9. The Complainant also requested that the Hearing proceed and apologised for sending the documents.
10. The Tribunal will render its decision on the Respondent's publication request and the civil penalty against the Complainant as outlined at para 5 in its Award.

SUMMARY OF SUBMISSIONS

Employee's Arguments

The Complainant's arguments were set out in her Particulars of Complaint ("POC") dated 31ST October 2022.

11. The Complainant complained that the Respondent had:
 - a. Unfairly dismissed her in breach of Section 28(1)(a) of the Act for a reason related to her sex, namely her raising a complaint of sexual harassment; and

b. Unfairly dismissed her in breach of Section 28(1)(h) for the Complainant

filing a complaint against the Respondent involving alleged violations of the Act, namely sexual harassment and bullying; and

c. Unfairly dismissed the Complainant in breach of Section 28(1)(j) for making a protected disclosure under Section 29A.

12. The Claimant also presented an alternate set of arguments to the Unfair Dismissal for the Tribunal's consideration in that the Respondent:

a. Breached Section 19(4) as the Complainant was not dismissed for any reason relating to her performance review, performance, conduct or operational requirements of the Respondent's business during her probationary period.

b. Breached Section 19(2) as the Respondent failed to provide the Complainant with a review of her performance on or before the completion of one half of the probationary period.

c. Breached Section 20(3) as the Respondent gave notice of termination whilst the Complainant was on vacation leave.

Employment History

13. The Complainant's case was set out in the POC dated October 31st, 2022, and her submitted witness statement dated November 28th, 2022 (the "Complainant's Statement") and an Exhibit (the "Complainant's Exhibit").

EMPLOYER ARGUMENTS

COUNSEL RYAN HAWTHORNE RESPONSE TO POC

14. Mr. Hawthorne stressed that the Respondent in these proceedings is the Complainant's place of work was the (") but the /

15. That terminology used in these submissions were in response to the Complainant's POC dated 31ST October 2022, and the Respondent's response to POC dated 14TH November 2022.

16. The Respondent relied on the facts and matters set out in the Response dated 15TH August 2022, where those arguments would be repeated in the Response document. All references to paragraph numbers below were to the POC.

17. The Respondent took issue with the Complainant by setting out the background in their witness statements as directed by the Employment Tribunal. For the avoidance of doubt, the Respondent denied the allegations of sexual harassment, bullying and harassment.

18. At para 1 of the POC - the Respondent argued that on a legal basis:

- a. The Complainant was not entitled to bring an unfair dismissal complaint during her probationary period.
- b. The Complainant was not entitled to any remedy for unfair dismissal as she was employed with less than one year of continuous employment with the Respondent, and in any event received an ex gratia payment exceeding the 2 weeks' pay had she had a year continuous employment.
- c. As to paragraph 1 (b), there was no allegation that any alleged complaint was made by the Complainant in relation to a breach of the Act.
- d. Apparently, the reference to section 28 (1)(h) of the Act is in fact a reference to section 28 (1)(i).
- e. The Complainant failed to particularize what protected disclosure the Complainant made within the meaning of that phrase in section 29A of the Act.
- f. As to paragraphs 1 (d), (e) and (f) the Response was repeated.

19. Mr. Hawthorne stressed that the Employment Tribunal does not have jurisdiction to make findings of sexual harassment or bullying against the Respondent, despite the Complainant setting out her allegations of sexual harassment, bullying and harassment in detail. The Respondent therefore requested that the proceedings be conducted in private. The reason for that request was that it would be highly prejudicial, particularly in light of the Respondent's business, to allow the Complainant to make allegations in the presence of third parties in circumstances where no findings will ultimately be made.

20. Mr. Hawthorne also stated that it was difficult to reconcile the allegations made in the POC with Ms. Gangadhar's request to be reinstated. In any event, the Respondent strongly objected to reinstatement (or reengagement) and avers that the Complainant contributed considerably to her dismissal.

THE RESPONDENT'S CLOSING SUBMISSIONS

21. The Respondent submitted four (4) witness statements from Human Resources (the "Statement")¹;
22. of for the ; and the (the "Statement")²;
23. "Statement"); and (the "Statement").

ISSUES BEFORE THE TRIBUNAL

24. The complaint by the Complainant was set out in paragraph 1 of the POC. The complaints were as follows:
- (a) The Complainant's dismissal was unfair contrary to section 28 of the Employment Act 2000 (the "Act") and/or in breach of section 19 of the Act (the "Dismissal Issue")³;
 - (b) The Complainant never received a performance review during probation contrary to section 19 (2) of the Act (the "Performance Review Issue")⁴; and
 - (c) The Complainant's employment was terminated during vacation leave contrary to section 20 (3) of the Act (the "Notice Issue")⁵.
25. The Complainant had filed a complaint against the ; at the Human Rights Commission (the "HRC"). To date, the had not seen that complaint. However, the Tribunal does not have jurisdiction to determine whether sexual harassment actually occurred; that was a matter for the HRC. In any event, as the matter was not relevant to these proceedings and was likely the central issue before the HRC, the Tribunal's findings should be limited in this regard so as not to bind the HRC to findings of fact.

¹ Along with Exhibit "DE-1" (the "Statement").

² Along with Exhibit "DT-1" (the "Statement").

³ See paragraphs 1 (a)-(d) of the POC.

⁴ See paragraph 1 (e) of the POC.

⁵ See paragraph 1 (f) of the POC.

26. The Tribunal noted that the Complainant did not admit or deny that she had made a complaint to the Human Rights Commission at anytime during the Hearing.

LEGAL PRINCIPLES

27. The statutory framework was set out in the Employment Act 2000 (the "Act"), which provide relevantly as follows:

"Probationary period

19 (1) *Subject to this section, a new or promoted employee may be required to serve a probationary period of not more than six months commencing from the date of his employment or promotion.*

(2) *An employee who is serving a probationary period shall be entitled to receive from his employer a review of the employee's performance on or before the completion of one half of the probationary period.*

(3) *Any employer may, before the expiration of the probationary period referred to in subsection (1) and after conducting a review under subsection (2), extend the employee's probationary period for a period not exceeding three months.*

(4) *During the probationary period (including any period of extension under subsection (3)), a contract of employment may be terminated without notice –*

(a) *by the employer for any reason relating to the employee's performance review, performance, conduct, or operational requirements of the employer's business; or*

(b) *by the employee for any reason..."*

"Unfair Dismissal

28 (1) *The following do not constitute valid reasons for dismissal or the imposition of disciplinary action—*

(a) *an employee's race, sex, religion, colour, ethnic origin, national extraction, social origin, political opinion, disability or marital status...*

(i) *the filing of a complaint or the participation in proceedings against an employer involving alleged violations of this Act;*

(j) *the making of a protected disclosure under section 29A.*

(2) The dismissal of an employee is unfair if it is based on any of the grounds listed in subsection (1)."

"Whistle-blowers

29A (1) A person makes a protected disclosure if, in good faith, he notifies a listed person that he has reasonable grounds to believe -

(a) that his employer or any other employee has committed, is committing, or is about to commit, a criminal offence or breach of any statutory obligation related to the employer's business...

(2) For the purposes of this section, the "listed persons" are -

(a) the person's employer, manager or supervisor..."

"Notice periods

20 (1) A contract of employment may be terminated in accordance with this Part by the employer on giving the following minimum periods of notice in writing ("the statutory notice periods")...

(2) The statutory notice periods shall not apply-

(a) where the employer is entitled to summarily dismiss an employee under this Act...

(c) where periods of notice are regulated by contract, by collective agreement or otherwise by agreement between the employer and employee...

(3) A notice of termination shall not be given by an employer during an employee's absence—

(a) on vacation..."

Section 38(2) of the 2000 EA provides as follows:

"In any claim arising out of the dismissal of an employee it shall be for the employer to prove the reason for the dismissal, and if he fails to do so there shall be a conclusive presumption that the dismissal was unfair."

28. The probationary provisions in section 19 of the Act were self-contained and were to be applied independently of other provisions in the Act. In Robson v Burchall [2019] SC (Bda) 42 App (22 July 2019), Pettingill AJ stated as follows:

"5. The Tribunal wrongly applied s.27 which deals with termination for "unsatisfactory performance" and seemingly reached the conclusion that the Respondent should have received some form of warning and "instructions" as

related to her performance, such application being whilst she was on probation. This may be the Tribunal's well-meaning view but it is not a statutory requirement.

6. The foregoing approach would effectively be trying to put the "square legal peg" in the "round statutory hole"; the latter being s.19 'probationary period' which the Court finds is a "stand alone" section to which s.27 or any other section of the Act for that matter, dealing with "warnings, notice or termination" has no application.

7. If it is concluded, and it was accepted by the employee in this instance in regard to the initial "probation", that there is an operational probationary period then the Employer is legally entitled to terminate the contract of employment for any reason without notice in accordance with s.19(4)a of the Act..

8. The Tribunal clearly conflates the provisions of s.19 which effectively allows for "summary dismissal" with the sections of the Act that are addressing a "contractual employment" not subject to a probationary period."

29. The Tribunal noted that the 2019 *Robinson* case was prior to the 2021 Amendment Act. The Tribunal observed that while the *Robinson* case is persuasive, on the issue of dismissal for any reason, this matter arises by reasons of the employee's "conduct" as noted at section 19(4)(a) of the Act.

RESPONDENT'S SUBMISSIONS ON THE DISMISSAL AND THE LAW

30. Section 19 (4) (a) of the Act provided a mechanism for employers to summarily dismiss an employee during probation because of the employee's conduct. The standard for section 19 (4) of the Act is not reasonableness or band of reasonable responses; the burden was on the Respondent to prove on the balance of probabilities that the reason for dismissal was conduct.

31. Likewise, under section 38 (2) of the Act the burden was on the Respondent to prove the reason for dismissal on the balance of probabilities. If the Tribunal found that on the balance of probabilities the reason was the employee's conduct then the dismissal cannot be unfair under section 28 of the Act.

32. "Conduct" is not defined in the Act. However, it was important to note that there were provisions in the Act that refer to "misconduct" and "serious misconduct". Accordingly, "conduct" must mean something other than "misconduct" or "serious misconduct".

SUBMISSIONS ON THE REASON FOR THE DISMISSAL BEING THE CONDUCT OF THE COMPLAINANT PURSUANT TO SECTION 19 (4) (A) OF THE ACT

33. Mr. Hawthorne stated that on the balance of probabilities, the reason for the dismissal of the Complainant was her conduct pursuant to section 19 (4) (a) of the Act.

34. **First**, the consistent evidence of the [redacted] was that the reason for the Claimant's dismissal was her conduct in publishing (in the group chat and email) a video on 15 June 2022 (the "15 June Video"). There were other instances prior to that date⁶, but the Complainant would have been dismissed for the 15 June Video alone.⁷ There was no dispute that the Complainant made and published the 15 June Video in the manner set out in the evidence.⁸

35. **Secondly**, there was no evidential basis whatsoever set out in the POC or the Complainant's Statement or the Claimant's Exhibit to dispute or contradict the consistent evidence of the [redacted] as to the reason for her dismissal.

SUBMISSIONS ON THE DISMISSAL HAVING NOTHING TO DO WITH ANY ALLEGATION MADE BY THE COMPLAINANT

34. **First**, there was no evidence contradicting the [redacted] evidence that the reason for dismissal was anything other than conduct.

35. **Secondly**, in order for the Tribunal to find that the reason for dismissal was anything other than conduct, it would have to find that each witness for the [redacted] – namely [redacted] and [redacted] – were lying. There was simply no basis for that conclusion.

36. **Thirdly**, and further to the point above, this was not a case where an individual made the decision to dismiss the Complainant. The [redacted] Administration (" [redacted] ") – being [redacted], the [redacted], [redacted], the [redacted], and [redacted], the [redacted] – recommended dismissal.⁹ The [redacted] (10 individuals) and the Joint [redacted] (17 individuals) (together the "Combined Committee") then met for 1 hour and 40 minutes and unanimously voted in

⁶ See paragraphs 5-15 of the [redacted] Statement; paragraphs 14 (e), 14 (f) and 18 of the [redacted] Statement; and paragraph 13 of the [redacted] Statement.

⁷ See paragraphs 18, [redacted] and 26 of the [redacted] Statement; paragraphs 10-16 of the [redacted] Statement; paragraph 12-13 and 14-17 of the [redacted] Statement; and paragraphs 23-26 of the [redacted] statement.

⁸ See paragraph 32 of the Complainant's Statement and page 39 (appeal letter dated 6 July 2022) of the Complainant's Exhibit. The impact of the 15 June Video is set out in paragraphs 7-11 of the [redacted] Statement.

⁹ See paragraphs 12-13 of the [redacted] Statement and paragraphs 16-18 of the [redacted] Statement.

favour of dismissal.¹⁰ The Claimant had to demonstrate that all, or a majority, of those that voted did so based on her sex, her alleged complaint, or her alleged protected disclosure.

SUBMISSIONS ON “COMPLAINT” AND “PROTECTED DISCLOSURE” UNDER SECTION 28 (1) (I) AND (J) OF THE ACT

37. Mr. Hawthorne stated that it was not strictly necessary for the Tribunal to determine whether a disclosure was made if it concluded that the reason for dismissal was the Complainant's conduct. It may be that the issue of whether a complaint or protected disclosure was made was best left to be determined as part of the HRC complaint.

38. However, if the Tribunal did consider the issue of disclosure, it was submitted that on the evidence, the Complainant made no disclosure or complaint of sexual harassment or bullying.

39. The Complainant's evidence in this regard should be taken with some skepticism for the following reasons:

(a) In November 2021, the Complainant's characterisation of the conduct to [redacted] was “jokey” with “*not even a suggestion of sexual harassment*”.¹¹ Then in the meeting on 16 June 2022 with [redacted] and Ms. [redacted], the Complainant again described it as “jokey” rather than sexual harassment and there was “*no suggestion that any complaint had been made or that any complaint went unaddressed*”.¹²

(b) The Complainant's letters dated 27 June 2022 (immediately prior to the Combined Committee meeting) and 6 July 2022 (the appeal letter), both addressed to [redacted]; made no reference whatsoever to having made a disclosure or complaint to *him* about sexual harassment or bullying, or any criticism of him for not investigating the alleged protected disclosure or complaint.

The clear inference was that prior to the Complainant being informed on 26 June 2022 that [redacted] were recommending her dismissal, there was not a shred of contemporaneous evidence that the Complainant sought to make a protected disclosure, a complaint, or even raise a grievance about sexual harassment or bullying.

¹⁰ See paragraphs 10-16 of the [redacted] Statement; paragraphs 14-17 of the [redacted] Statement; and paragraphs 24-26 of the [redacted] Statement.

¹¹ See paragraph 6-8 of the [redacted] Statement.

¹² See paragraph 14(c) of the [redacted] Statement.

was followed up by letter dated 1 July 2022 (the "Termination Letter"). It was clear from the Termination Letter that:

- (a) the [redacted] relied on the summary dismissal provision in section 19 (4) of the Act;
- (b) the effective date of termination was 30 June 2022 so no notice was given;
- (c) the Complainant did not receive notice pay as of right, but that the Combined Committee had "agreed" to pay that notice and an ex gratia one month to the Complainant.

47. **Secondly**, the Complainant was not on "vacation leave" and no evidence has been provided to support that proposition. "Vacation leave" was clearly a reference to paid annual leave (see section 12 of the Act), for which the Complainant had an entitlement to 10 days. However, it would be absurd for a teacher to take vacation leave (general) outside the [redacted] term since they would not be teaching or at the [redacted] I. Further, vacation leave cannot be taken within the [redacted] term. It was for those reasons vacation leave it was calculated into the teacher's pay¹⁶. As such, a teacher's non-term time cannot be considered vacation leave for the purposes of sections 12 and 20 of the Act.

48. **Thirdly**, the Complainant's evidence was that on 15 June 2022, "*the summer vacation began*"; a teacher being on summer vacation (i.e. outside of term time) was not the same as being on "vacation leave" for the purposes of the Act.

RESPONDENT'S CLOSING REMARKS

49. In conclusion, Mr. Hawthorne argued that the Complainant's complaint was wholly misconceived:

- (a) In relation to the Dismissal Issue, there was no fact or evidential basis provided in the POC, the Complainant's Statement or the Complainant's Exhibit that actually contradicts the evidence of the [redacted] in relation to conduct being the reason for dismissal.
- (b) In relation to the Performance Review Issue, the Complainant's own evidence made it clear that she in fact received a performance review and that the issues raised were directly related to the reason for dismissal.
- (c) In relation to the Notice Issue, the Complainant was not provided with notice and in any event was not on vacation leave within the meaning in section 20 (3) of the Act.

50. For those reasons the Complainant's complaint should be dismissed.

¹⁶ See paragraphs 28-29 of the [redacted] Statement.

SUBMISSIONS ON THE PERFORMANCE REVIEW ISSUE

40. Mr. Hawthorne argued that the Complainant's Statement of Employment provided for a notice period of "One Year".¹³ The Complainant commenced employment on 1 November 2021.¹⁴ As such, under section 19 (2) of the Act, the Complainant had to provide a performance review before one half of the probationary period, being the end of March 2022. In light of those facts, the Complainant's complaint is rather puzzling for the following reasons.

41. First, the Complainant's Statement states as follows:

"At or around the time that the [redacted] I carried out an evaluation of my Geometry class on 28th March 2022 (see pages 19-22), the [redacted] reprimanded me for allegedly 'ruffling some feathers'..."

42. Secondly, the Complainant exhibits the 'Teacher Evaluation Form' dated 28 March 2022 (the "Evaluation Form") at page 19-22 of the Complainant's Exhibit. It should also be noted that the "Teacher maintains professional working relationships with staff including supervisor" is ranked as "growth needed".

43. Thirdly, in the meeting on 16 June 2022, the Complainant accepted she had an evaluation by [redacted]. In relation to "ruffling a few feathers", the Complainant stated as follows¹⁵:

"I shared it [being the comments] because this is a spirit of prophesy. I don't know if I was rude or not but I did remember I say to [redacted] at that time, I said sir, you may mark me down on that paper, but heaven does not mark me down."

44. In the circumstances, the Complainant clearly received a performance evaluation in accordance with section 19 (4) of the Act.

The RESPONDENT'S SUBMISSIONS ON THE NOTICE ISSUE

45. Section 20 of the Act was a provision that dealt with "notice periods". It was clear from section 20 (2) – and the law generally – that notice provisions did not apply when dealing with summary dismissal, such as summary dismissal for Serious Misconduct (section 25 of the Act) and dismissal for conduct during probation (section 19 (4) of the Act). The prohibition in section 20 (3) is that a "notice of termination" should not be given by an employer while an employee is on vacation leave.

46. First, no "notice of termination" – within the meaning of section 20 – was given to the Complainant. She was terminated summarily on 28 June 2022, which

¹³ See page 2 of the [redacted] Exhibit.

¹⁴ See paragraph 6 of the [redacted] Statement.

¹⁵ See paragraph 14(d) of the [redacted] Statement.

CLOSING ARGUMENTS OF THE COMPLAINANT

51. The Complainant attempted to use the internet and zoom in unnamed witnesses on her behalf. The Tribunal disallowed the request as the Complainant's request would "blind side" the Respondent in not having sworn witness statements and those unnamed persons appearing at the Hearing before the Tribunal to be examined.
52. The Complainant's Representative Mr. Gilbert was firm that the Respondent unfairly dismissed the Complainant, as no evidence had been presented by the Respondent as to her poor performance as a teacher.
53. The Complainant conceded that she understood the requirements of probation as outlined in section 19 of the Act, and that the reason for her dismissal was due to her conduct, and was not related to her performance as a teacher.

FINDINGS OF THE TRIBUNAL

54. Pursuant to section 38 (2) of the Act, the burden was on the Respondent to prove the reason for the dismissal on the balance of probabilities.
55. The Tribunal did not have jurisdiction pertaining to sections 28 and 29A of the Act to hear the Complainant's sexual, bullying and harassment complaint as the matter was before the Human Rights Commission.
56. That based on the papers and Exhibits submitted by both Parties that there was no contradicting evidence pertaining to the dismissal of the Complainant for her conduct in publishing a video via social media during probation pursuant section 19 (4) (a) of the Act.
57. The issue of the section 20(2) Notice Period does not apply to the Complainant, as she was dismissed for conduct within her probation period, in accordance with section 19(4) of the Act.
58. The Complainant was not on paid vacation leave and there is no evidence to support that as a teacher, the Complainant was entitled to take annual vacation during the . . . year in accordance with section 12 of the Act. Compensation for the ten (10) vacation days was factored in the Complainant's salary.
59. The Desist and Resist letter dated December 6th, 2022 to the Complainant restrains Ms. Ganghadhar from releasing, disseminating, publishing all documents exchanged between Counsels and submitted to the Tribunal. Failure by the Complainant to adhere to the terms of that letter shall result in her being liable to a civil penalty.
60. That pursuant to section 44E, no report on, or comment in respect of this matter may be made by either party that is not a fair and accurate report or summary of the proceedings.

61. If either party makes any report on or comment in respect of this matter contrary to section 44E, such party shall be liable to a civil penalty.
62. That both Parties has the right to apply to conceal any matter of the Hearing/Award as outlined in section 44F (3) Notification and Publication of Award of the Act.
63. The Tribunal did not impose a civil penalty to the Complainant for the December 6th, 2022 publication of the Without Prejudice documents, as the Tribunal accepted the Complainant's apology.
64. Pursuant to section 44O of the Act, the Respondent may appeal on a point of law.

The Award

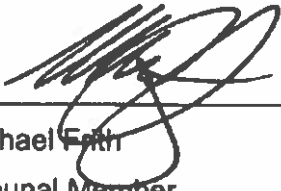
The Complainant's complaint is dismissed.



Edward Ball Jr, JP, LLB, FCMI
Chairman



Jocene Wade, JP, FCMI
Deputy Chair



Michael Faith
Tribunal Member

December 15th, 2022
Date:

