

IN THE STATUTORY TRIBUNAL, FIJI ISLANDS
SITTING AS THE EMPLOYMENT RELATIONS TRIBUNAL

ERT Dispute No 4 of 2012

BETWEEN: **ABDUL HAMID KHAN**

Grievor

AND: **ALAMANDA TAXIS AND TOURS LIMITED**

Employer

Counsel: **Ms L Ratumaitavuku, Labour Office**
Ms R Karan, Mishra Prakash & Associates, for the Employer

Date of Hearing: **Monday 27 May 2013**

Date of Decision: **1 July 2013**

DECISION

REFERRED GRIEVANCE - Section 194(5) Employment Relations Promulgation; Unfair Termination.

Background

1. The Labour Office has brought a grievance against the Employer, Alamanda Taxis and Tours Limited, as a result of the Grievor's termination of employment, that was formalised by letter dated 3 February 2012.
2. The Employer is a limited liability company operating a fleet of taxis and transport vehicles that service the western region of Viti Levu.

3. According to the opening submission of Counsel for the Employer, the Grievor was terminated in his employment, for a range of misdemeanours, that included habitual absenteeism and misuse of a company vehicle.
4. The Grievor on the other hand claims to have been terminated, because he refused to sign the timesheets of his employer, that he claims were incorrect and not reflective of the weekly hours that he had worked.
5. It is against that backdrop that the Labour Office brings the unresolved grievance to this Tribunal for determination

Case of the Employer

6. The case of the Employer commenced with the evidence of one of the two company Directors, Ms Sanyog Dutt, who is the Managing Director of the Company.
7. According to Ms Dutt, the Grievor was paid under the terms of an oral contract, that was of a weekly basis. Under this contract, the Grievor was required to work six days per week.
8. Ms Dutt indicated that the Grievor was terminated by letter dated 3 February 2012¹ and the reasons given for that decision included, the worker's refusal to sign the wages register to receive his weekly wages; the number of absent days from work was increasing and not following directives or directions.
9. As part of her evidence, Ms Dutt spoke of the system by which employees are paid and was referred to the *Wages Register* for the relevant time period, in order to explain that system.² The Wages Register is a bound stationery item that is used as a manual system of managing pay records. The register contains within it approximately 100 double sided forms that can be used to record hours of work and wages calculations for employees. Each sheet within the book is allocated to an

¹ See Exhibit E1

² See Exhibit E2

individual employee and can be utilised for 13 pay weeks. On the face of the form are 13 columns that allow for the summary of wages records on a weekly basis. At the bottom of the column is a provision to allow for an employee to sign as a record of receipt of wages for that week.

10. At the top of each column, it appears that the Employer enters the total weekly hours worked by the Employee. On the reverse side of the sheet, provision is made for the daily hours of the employee to be recorded. The entries envisaged are for commencing and ceasing times, the number of ordinary hours worked and the number of overtime hours, if any, worked.
11. According to Ms Dutt, the Grievor had refused to sign the register on 3 occasions. The Tribunal was referred to three periods for the weeks ending 13 January 2012, 20 January 2012 and 27 January 2012.
12. It is noted within the register for these periods, that the employee did not enter his signature on the register, though there is a notation on each occasion that the relevant monies to him were paid. It is also noted that the reverse side of that sheet for the relevant period is blank, though as was explained by the witness, the Employer did maintain a separate Attendance Book³ in which the daily attendance of a worker was recorded.
13. Ms Dutt further added, that the Grievor would never clean the vehicle he was allocated, either after or before a trip. She says that on termination, the Grievor was provided with one week's payment in lieu of notice.
14. Under cross examination, Ms Dutt indicated that she was not aware that under Fijian employment law that she was required to pay an hourly rate and not a fixed rate to workers.

³ See Exhibit E4

15. The second witness for the Employer, was Mr Susil Dutt, who was also a Company Director of Alamanda Taxis and Tours Limited.
16. His evidence was that the company employed six employees and it was his role to look after the technical side of the fleet of vehicles, including car maintenance, vehicle allocation and the allocation of drivers.
17. Mr Tutt gave evidence that the ordinary weekly wage paid to workers was \$100.00.
18. Ms Karan asked of the witness, the reason for effecting the Grievor's termination. He replied, for "not signing wages book as per instructions". According to the witness, the Grievor had indicated that he was instructed not to sign the wages book by the Labour Office.
19. While Mr Tutt, spoke of miscellaneous performance issues that also warranted dismissal, in response to Counsel's question as to what was the main reason, the witness replied, "signature of wages books".
20. According to Mr Tutt, he also suspected the Grievor of sabotaging a work vehicle, although conceded he had no direct evidence of such wrong doing and did not ask the Grievor about this matter.
21. On cross examination, it was put to the witness, that he had asked the Grievor to sign a wages book, where no hours of work had been filled in by the Employer. Mr Tutt denied that allegation. In relation to the issue of a vehicle being sabotaged. Mr Tutt explained, that what had occurred was that the hose pipe clips of a vehicle had been removed, causing the car to overheat. He claims that the Grievor had been the person earlier driving the vehicle, though admits not having raised the issue at the time with him.⁴

⁴ It seems highly irregular for an employer not to raise such a major issue with a worker in such circumstances.

22. Counsel for the Grievor, then challenged Mr Tutt as to the circumstances that gave rise to the termination. According to Mr Tutt, on 28 January 2012, he indicated to the worker that things may happen as a consequence of his behaviour.
23. It was also put to Mr Tutt, that the Grievor had been asked to stay away from work, on 22, 24 and 27 January 2012. The inference being, that the Grievor was not absent from work, but that the Employer had sought to provide the worker with less days in which to work. Mr Tutt denied that this was the case.
24. The next witness for the Employer, was Mr Abdul Feroz, who was employed by the company as a taxi driver. Mr Feroz gave evidence in relation to the conditions of work and the system by which workers filled in the time and wages records and received their pay. It was his evidence that all workers signed the wages book in order to receive their wages and that the hours worked were always entered, prior to the employee being asked to sign for their wages.
25. Mr Feroz confirmed that a mechanic at work, had indicated that in relation to one of the Employer's vehicles, that a "water pump had come out". Though, the witness, indicated to the Tribunal, that he "didn't think much of it".
26. The final witness called by the Employer, was Mr Alfaan Suleiman. Mr Suleiman had worked with the Employer since August 2011. The purpose of his evidence seems to have been in relation to the alleged incident of sabotage to the work vehicle. It was Mr Suleiman who was driving the vehicle on that day when the car overheated.
27. Somewhat ironically, during the course of the cross examination of the witness in relation to the signing of the Wages Register, it was observed by the Tribunal that during the period Week Ending 6 April 2012 to 29 June 2012, that on each occasion, Mr Suleiman signed and received his wages despite the fact that no hours of work had been nominated by the Employer. That is, the worker had signed for wages where there were no details filled in as to the number of hours work.⁵ (See Exhibit

⁵ Keep in mind this was the ostensible complaint of the Grievor and the primary reason for why because of his refusal to sign the Wages Register, that he was terminated.

E5). When questioned by the Tribunal, Mr Suleiman conceded that he had signed and received his wages on each of those relevant weeks, despite the Employer having no details recorded as to his hours of work performed.

The Case of the Grievor

28. The Grievor was called to give evidence and claims to have been terminated in his employment on 28 January 2012. He said that he had not signed a contract of employment and gave evidence of working long hours for his Employer, on some mornings starting at 2am in order to meet the first arrival flights at Nadi Airport at 5.10am.
29. The Grievor claimed that the issue of his not signing the Wages Register was brought to a head on 28 January 2012, when he indicated to the brother-in-law of Ms Dutt, who apparently was also engaged somehow with the Employer, that he would not be doing so.
30. According to the witness, he was asked to return to the Employer on Friday 3 February. On that day, he visited the office and was given an envelope by Mr Dutt. He took that letter home to his wife, who read to him the contents.
31. Mr Khan's evidence was that issues relating to his terms and conditions of employment, had earlier surfaced at a meeting of staff held on 23 November 2011, when matters such as commission and preferred stores to take tourists,⁶ were canvassed. Mr Khan's evidence was that after he raised concerns about not being paid in accordance with the relevant Wages Order, that in retaliation he was required to stay at the Employer's base and made to clean vehicles.

⁶ As the evidence unfolded it would appear that the Employer had developed certain arrangements with local stores, whereby if the employees introduced customers to those stores, there would be a certain commission paid back to the Employer from that store. In turn, the Employer would then devise a system of splitting that commission along certain lines.

32. Mr Khan advised that he was getting the worst allocations for drivers. That is, the jobs that were least lucrative and that would attract least commission and tips.
33. The witness advised that he was unemployed from 28 January 2012 up and until 6 January 2013. He said that during that period that he had applied for many positions.
34. At cross examination, the witness maintained his position that he was embarrassed receiving his termination letter from Mr Dutt, in the presence of his wife.
35. He also remained firm in his view that the Wages Register was not completed when he was asked to sign for receipt of his wages.
36. In relation to the allegations levelled against him, that he had sought to cause deliberate damage to a work vehicle, the Grievor denied those matters.
37. The Grievor advised that between the relevant period of his termination⁷ to 7 January 2013, when he was able to secure permanent employment, he had received a total amount of earnings of \$1800.00 working on a casual basis.

Was the Grievor Terminated in Circumstances that were either Unfair or Unjustified?

38. Mr Dutt, as Director for the Company has advised that the primary reason for terminating the Grievor, was for his failure to sign the Wages Register.
39. Whether the Grievor failed to submit to that request on one occasion or more than one occasion is not that important in my mind, more so is the reason that has been given by the employee for doing so.
40. The Grievor claims that the wages records were not complete and that the Employer had not shown the actual hours worked in the relevant period. Having regard to the

⁷ I have calculated this period from 3 February 2012.

Wages Records of Mr Suleiman, I am satisfied that this was a practice that the Employer had on some occasions adopted.⁸

41. In relation to wages, both parties to this matter, accept the fact that the Grievor's minimum statutory terms and conditions of employment are established under the *Road Transport Wages Regulation Order 2011*.⁹
42. While Counsel for the Employer sought to convince the Tribunal that whether or not the Employer was underpaying its workers is not the issue for consideration and in part while I accept that proposition, the fact that the Grievor was not wanting to yield to that practice, nonetheless remains of relevance.
43. The ordinary wage for the driver of a Light PS Vehicle under the *Wages Order* was \$2.43 per hour. Based on a simple calculation of the ordinary hours calculation, this seems to suggest that the Employer was paying its employees approximately 16% less than the prescribed entitlement.¹⁰
44. The Grievor seemed to have taken a stand, in what amounts to asserting his rights. Often this is done in workplaces, with an element of risk.
45. That being said, it would seem that the evidence is quite clear that this was the primary reason for termination. The letter of termination dated 3 February 2012¹¹ is very plain on this point, where it reads inter alia:

On Saturday the 28th January 2012, we asked you to sign the wage book; you refused even though you had taken your wages paid by cheque. You

⁸ It would otherwise make no sense why the Grievor would refuse to sign the Register, had the hours of work been filled in for the relevant period.

⁹ See Legal Notice No 37 of 2011.

¹⁰ I have no intention or charge on this occasion to explore any other issues pertaining to over time or any other entitlements.

¹¹ Exhibit E1

mentioned a Mr. Savuloni Mataitoga, the Labour Department Officer who told you not to sign.

We had a verbal conversation in my office dated 22/12/2011 in regards to the wages payment mode You wanted to be paid by hours but I told you that I cannot do that yet but will start new under contract in 2012. ...

46. The letter goes on to raise other matters, including reporting late to work and the Grievor's mother being seen driving the company vehicle without consent.¹²

47. In cases such as *Nale v Carpenters Fiji Ltd*¹³ and more fully in *Malani v Nasinu Town Council*,¹⁴ this Tribunal has set out the principles of law and practice that govern the obligation of an employer when terminating an employee. From a historical perspective, those decisions first referred to the views of the Supreme Court in the case of *Central Manufacturing Company v Kant*¹⁵, where it was determined that

..there is an implied term in the modern contract of employment that requires an employer to deal fairly with an employee, even in the context of dismissal.

48. It was noted in *Kant* at that time, that the Supreme Court was of the view that the *common law* implication did not extend to a requirement that reasons be given, or that a hearing be afforded at least where the employee has the right to dismiss without cause and to make a payment in lieu of notice. The court nonetheless recognised back then, that the expectation still extended, to treating the employee fairly, and with appropriate respect and dignity, in carrying out the dismissal.

¹² As it transpires, this incident related to an earlier period of employment, that Counsel for the Employer also asked that I disregard for the purposes of this arbitration.

¹³ [2012]FJET 3

¹⁴ [2013]FJET6

¹⁵ [2003] FJSC 5

49. Yet as was said in *Nale and Malani*, It is very important to note that Kant was decided before the advent of the *Employment Relations Promulgation* in 2007, in which a deliberate statutory framework was created:¹⁶

Providing a structure of rights and responsibilities for parties engaged in employment relations to regulate the relationship.... as well as effective prevention and effective settlement of employment related disputes. (and)'

*Establishing the mediation services, the Employment Relations Tribunal and the Employment Relations Court to carry out their powers, functions and duties.*¹⁷

50. That framework provides statutory safeguards that ensure that termination decisions can now be vetted by the Tribunal and Court. Put simply the Promulgation now fills the void that was brought about under the common law, where there was no remedy for unfair dismissal only for breach of contract.¹⁸

51. As indicated in the case of *Nale*,

While the Employment Relations Promulgation 2007 does not set out a statutory framework for how unfair dismissals within employment should be adjudged, the Promulgation does nonetheless provide strong signposts that termination in employment (whether with or without notice, or with or without cause) should be undertaken fairly.

52. To restate that task as found at Section 230(2) of the *Promulgation*.

The Tribunal and Court both have powers to remedy or resolve grievances that arise out of "unjustifiable or unfair dismissals". Yet these terms are not defined within Section 4 of the Promulgation. So what is an unjustifiable or unfair dismissal?

Section 4 of the Promulgation defines the term "dismissal" to mean:

¹⁶ A similar statutory framework was created in Australia in 1994 with the reform of its industrial relations law.

¹⁷ See preamble to the Promulgation No 36 of 2007.

¹⁸ *Addis v Gramophone Co* [1909]AC 488

any termination of employment by an employer including those under Section 33"

In the case of a written contract, for example, such dismissals would include, any termination of employment that is unilaterally initiated by the Employer, including termination arising under:-

- Section 41 (in the case of a worker's inability to fulfil the contract[22], or due to sickness or accident; and*
- Section 33 (that deal with the circumstances in which summary dismissal is justified);[23] and*
- Section 29 (in all other cases where termination is provided with notice).[24]*

In the absence of any statutory or apparent common law definitions of "unjustifiable and unfair dismissals", I would attribute the following ordinary meanings to such words. For a dismissal to be justified, it would need to be capable of demonstration that it was just, right or valid; capable of being defended with good reasoning. A decision would be unfair, if it was harsh, unjust or unreasonable.

So it would seem the intention of the Promulgation is to ensure that all terminations of employment are both justified and fair. Unlike the common law, the Promulgation does not just concern itself with the manner in which the dismissal was executed, but whether or not it was justified or fair as a substantive decision. A remedy for reinstatement would not be made available, if the role of a tribunal was only confined to the manner in which an employer treated a worker at dismissal and not whether or not, the decision to termination was actually justified in the first instance.

The critical focus of termination law is that the unilateral action taken by the Employer to bring to an end the employment contract is placed under scrutiny.[25]

In the case of a Worker seeking statutory relief, what is being pursued, particularly where reinstatement is sought, is the intervention of the court or tribunal, to declare the termination, unjustifiable or unfair.

This requires two considerations. Firstly, an assessment as to whether or not the termination was unjustified or unfair, but secondly, whether such a remedy is a feasible one.[26]

The interrogation of employment grievances alleging unjustifiable or unfair dismissal, therefore have as their focus the cause or reason for termination. It would be hard to envisage an employment contract, other than in the case of a Section 40 Contract, where a cause was not attributable to its termination.

An Employer may for example determine that a position is genuinely redundant, in which case, the action to terminate may be justifiable and depending upon how the

redundancies determined, fair. The termination may be based on the inability of the Worker to meet the key performance objectives of the position, or it may be as a consequence of the employee's behaviour and conduct at work. It may be due to communication or personality disputes. These are all causes. An employer does not bring an employment contract to an end for no reason, for no cause.

A Worker engaged under a contract for an indefinite period of time, is entitled to understand the reason for termination. To not do so, in my mind, at least in a prima facie sense, renders the termination, unfair or unjustifiable. An Employer may say that it has no obligation to provide such reason, but in my mind such a state of affairs would more likely than not, be unfair.¹⁹

53. I am satisfied that the Employer provided the Grievor with written notice of termination in satisfaction of the requirements of Section 33 of the Promulgation. It is also clear by that letter that one week's wages were also paid to the Grievor, ostensibly in lieu of notice.
54. It is an agreed fact that the Grievor did not work during the period 28 January to 3 February 2012. I note within the Closing Written Submissions of the Employer that it is stated, he did not attend for work and that he offered no valid reason for not doing so.²⁰ Counsel for the Labour Office at paragraph 16 of her closing submission, suggests that there was perhaps some sort of stalemate at work.
55. By 28 January, it would seem that the employment relationship was no longer a workable one. I am satisfied that the Employer may have been dissatisfied with other aspects of the Grievor's conduct, though there is no strong evidence at all of any occasions that these issues were brought to the attention of the worker.
56. Two issues that seem to gain far more importance in the Closing Submissions of the Employer, relate to the vehicle sabotage allegations and the fact that the Grievor's mother had been previously seen driving the Company vehicle without authorisation.

¹⁹ See *Malani* op cit.

²⁰ See Paragraph 1 of Page 12 of Employer's Closing Submission

57. I don't accept that the issue of sabotage was a legitimate reason for termination. The Employer did not raise that issue with the Grievor during his employment at all. If the Employer was to rely on that allegation, then the level of proof warranting to establish the allegation is reasonably high.²¹ The fact that the Grievor may have been driving the vehicle prior to Mr Suleiman is purely circumstantial. There was no evidence before the Tribunal of anyone witnessing the Grievor tamper with the vehicle at all.
58. The other incident that the Employer now seeks to rely on, is that relating to the mother of the Grievor driving the Company vehicle. Ordinarily I would accept that fact as forming the basis of a prima facie valid ground for termination, though on this occasion the allegation does not relate to the current period of employment.²²
59. One issue that I do feel compelled to comment upon at this point, is the remark within the termination letter that reads.

Undoubtedly my Company would face very serious situations if we continue to employ you. We are now forced to put your termination notice in the newspapers.

60. I would find the circumstances warranting the need for an Employer to tell the world at large of the termination of an employee, quite limited. In quite extraordinary cases it may be necessary if beyond the termination, that the employee continued to make out that she or her was still employed in the Company and was seeking to make such misrepresentations for his or her own gain. But this does not appear to be one of those sorts of cases.

²¹ See *Digitaki v Mobil Oil Australia Ltd* [2008] FJCA 109

²² I still sympathise with the Company's annoyance in this regard.

61. There is no public benefit served by Employers taking such an action and I would encourage Employers not to do so, nor to threaten to do so.²³

General Conclusions

62. The Grievor had only been in the employ of the Employer since 18 November 2011. As can be seen by the Form 1 as provided by the Mediation Unit, the Grievor had previously worked for the Employer from 14 August 2008 to 13 March 2011, when his services with the Employer were terminated. He was reinstated in his employment on 18 November 2011, following the matter apparently being dealt with under the mediation processes set out within the Promulgation.

63. Given the short time frame that the Grievor was re-employed with the Employer, it is probably fair to say, that reinstatement was not a workable solution on the first occasion.

64. The Employer by its own admission was not paying the Grievor in accordance with the statutory minimum. Discretionary components of a worker's wage, such as commissions and tips from customers, are immaterial when examining that fact.

65. The Grievor was entitled to object to the Employer, about the manner in which he was being paid. It would be unjustifiable to terminate the Grievor on that basis alone. Having said that, I have previously indicated the Tribunal's impression of the issues pertaining to the alleged vehicle sabotage and that of the mother's unauthorised use of a vehicle otherwise entrusted in the Grievor's own care. In the first instance, the matter was not put to the Grievor prior to termination. The consequence of that would be, it would be unfair in my view to terminate the worker without reasonable evidence and without giving him a prior opportunity to be heard. In relation to the issue of absenteeism or as it was described within the letter of termination, tardiness, there is simply no record of that fact.

²³ If only to avoid the risk of defamation proceedings, if it was the case that a tribunal or court ultimately determine such a situation to be unfair or unjustified.

66. There is no evidence before the Tribunal to show late starting times for the Grievor.

There are no notations to that effect in the attendance register, so I am not satisfied that this was the case. Insofar as the broader allegation of absenteeism is concerned, it would seem to me that there were a few days taken. I am not satisfied that the quality of record keeping was all that good and I am suspicious of those entries that appear to have been modified with correction fluid,²⁴ particularly when they appear to be the only entries within the Book in which correction fluid was used.

67. The issue of absenteeism was not raised as a reason for termination within the letter of termination, so again I am somewhat intrigued why after the event, it appears to have surfaced as an issue, in the manner in which it did.²⁵ While I note that the Employer may still be able to rely on such matters, despite not relying on them at the time of termination,²⁶ I am not convinced that the issues were so significant as to give rise to termination, without at least evidence of the Employer having raised them with the Grievor in the first instance. That would have been an easy thing to do.

68. Finally and so that there is no doubt about the events that transpired between 28 January 2012 and 3 February 2012, it is noted on the page of the Attendance Book commencing for that period, the following:

²⁴ See the original entries to the Attendance Books and note the entries for 8 December, 15 December, 25 December 2011 and 4 January 2012.

²⁵ One only needs to review the Attendance Books to note that many employees were recorded as absent from work during these periods.

²⁶ See *Shepherd v Felt & Textiles of Australia Ltd* [1931] HCA 21

Note: Danny was told not to come to work for he refused to sign his wages. He told office that he was told by the Labour Department not to sign anything (wages etc) We had to clear with Labour Department first.

69. There is no evidence that the Employer had made any attempt to contact the Grievor and ask him to return to work.

70. I am satisfied that on that basis, the Employer had no further intention of engaging the Grievor to continue to provide his services.

71. In all, I am satisfied that the Employer was not justified in the reasons given for termination. The Employer in its final written submissions state:

We submit that this Tribunal need not consider the issue of non compliance of hourly pay or rate of pay as that matter is a different issue altogether when considering the issue of unfair termination. It is up to the Labour Department to institute criminal proceedings if the Grievor wishes to make it an issue.²⁷

72. I respectfully disagree with these sentiments. While the Tribunal is not concerned with a prima facie offence under the Promulgation, it can nonetheless make certain findings of fact, where those offences or issues may have some impact on the case at hand.

73. The Employer has already conceded that it was not paying the Grievor in accordance with the minimum statutory entitlements. So much is said so within the termination letter.

74. It is irrelevant in my deliberations whether or not the Labour Office has initiated a complaint against the Employer for the underpayment of wages. The Grievor was

²⁷ Closing Submission of the Employer at p4.

entitled to make a complaint at work in relation to this matter and he did. The Employer's conduct in my mind was nothing short of reprisal conduct.

75. If the Grievor's absenteeism at work or indeed the suggestion that he had sabotaged a company vehicle were genuinely held complaints, the Employer would have been free to have addressed those in the ordinary course of events. There is no evidence that it did so and as I have said, I am not that impressed with submissions that rely on attendance records that appear to have been 'doctored' after the event.²⁸

76. Having regard to all relevant facts and factors, I find the Grievor has been unfairly terminated in his employment, in circumstances that were not justified.

Remedy

77. It is the case that the Grievor had not been engaged with the Employer for a lengthy period of time, though it is noted that his original service commenced in 2008.

78. Neither party has provided me with any submissions in relation to issues that may arise in relation to continuity and recognition of service and I do not think for that reason it is particularly helpful to begin to explore those at this time.

79. It would appear that the Grievor was working under the terms of an indefinite contract for the purposes of the Promulgation. In the absence of any other agreement in place, ordinarily as a worker paid on a weekly basis, he would have been entitled to a minimum statutory period of one week's notice.²⁹

80. In my view and having regard to the Employer's own documentary evidence, I am of the view that the Grievor was stood down without work and without pay as and

²⁸ In fact any attempt to deliberately mislead this Tribunal would be viewed rather seriously.

²⁹ See Section 29(2) of the Promulgation.

from 28 January. The fact that he was ultimately given one week's payment in lieu of notice, does not make too much difference in these circumstances.

81. The Worker should be provided with some level of compensation for the unfair and unjustified termination. I award the Grievor 12 week's wage equivalence for that purpose.

82. I note that the Employer did pay one week's wages at the time of termination. Though it is also noted that the Grievor did not earn any income while the parties appeared to be in some sort of decision making hiatus.

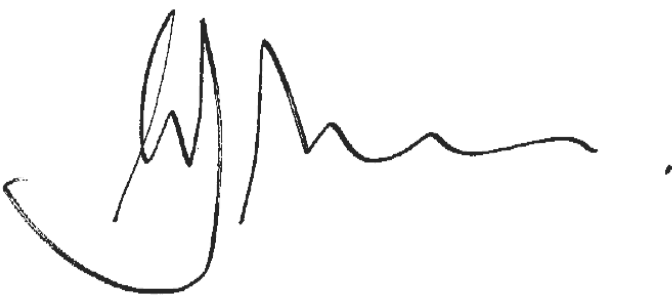
83. The compensation amount is calculated based on the 2011 *Wages Order* prescribed amount of \$116.64 per week, equating to \$1400.00 for the 12 week period.

Decision

The Tribunal therefore determines that:

- (i) The Employer is to pay to the Grievor the amount of \$1400.00 within 14 days.
- (ii) The Labour Office is free to make an application for costs to the Tribunal within 28 days.

I order accordingly.

A handwritten signature in black ink, appearing to read 'A. See', with a large, stylized initial 'A' and a long, horizontal flourish extending to the right.

Mr Andrew J See
Resident Magistrate