



Government Gazette

Published by Authority

VOL. 143]

SAINT GEORGE'S, FRIDAY, APRIL 25, 2025

[No. 21

PUBLICATION OF AWARD

The Ministry of Legal Affairs, Labour and Consumer Affairs in accordance with the provisions set out in Section 52 of the Labour Relations Act hereby publishes the decision of the tribunal established by Snr. the Honourable Claudette Joseph, Minister of Labour pursuant to Section 45 of the said Act in the matter of a trade dispute between the Grenada Technical and Allied Workers' Union (GTAWU) (*on behalf of Callista Brathwaite and Dwight Francis*) and the Grenada Electricity Services Limited (GRENLEC) to determine the following issues between the parties:

1. Whether pursuant to Section 29 of the Employment Act, 1999 the series of short-term contracts issued to Ms. Callista Brathwaite were in effect filling on a lasting basis a post connected with the normal and permanent activity of the Company and should be deemed a contract for an unspecified period.
2. Whether the continuous issuance (renewing and ending) of these contracts for periods of just under six (6) months can be reasonably construed as circumventing Article 22 of the Memorandum of Agreement (MOA) between GRENLEC and GTAWU (2018-2023).
3. If the answer to either (a) or (b) is yes, whether Article 22 applies so to confirm permanent status on the worker.
4. Whether Mr. Dwight Francis was in continuous employment with the Employer for such period so as to have acquired permanent status in accordance with Article 22 of the Memorandum of Agreement (CBA) between GRENLEC AND GTAWU (2018-2023).
5. The effect of the Employer's decision not to reengage the Complainants.
6. The remedies, the parties are entitled to

**IN THE MATTER OF SECTIONS 29 AND 44 OF THE EMPLOYMENT ACT CAP. 89
OF THE 2010 CONTINUOUS REVISED EDITION OF THE LAWS OF GRENADA
AND SECTIONS 45 OF THE LABOUR RELATIONS ACT CAP 157A OF THE LAWS
OF GRENADA AFORESAID**

AND

IN THE MATTER OF A TRADE UNION DISPUTE

BETWEEN:

GRENADA TECHNICAL AND ALLIED WORKERS' UNION

(On behalf of Callista Brathwaite and Dwight Francis)

PARTY A/CLAIMANT

AND

GRENADA ELECTRICITY SERVICES LIMITED

PARTY B/RESPONDENT

**DECISION OF TRIBUNAL
(Dated April 3rd 2025)**

DATE OF HEARING: 28TH March 2025

DATE OF DECISION: 31ST March 2025

APPEARANCES FOR GTAWU: Messrs. Joseph Ewart Layne (Lead Advocate), President-General Andre Lewis, General Secretary Bert Patterson and Trevor Xavier, Ms. Callista Brathwaite appeared virtually via Microsoft Teams and Mr. Dwight Francis appeared in person

APPEARANCES FOR GRENLEC: Ms. Afi Ventour-de Vega (Lead Counsel) along with Ms. Yurana Phillip and Ms. Sheriece Noel

ARBITATORS: Mr. Francis Paul – Chairman
Ms. Pauline Hannibal
Mr. Ruggles Ferguson K.C.

BACKGROUND/OVERVIEW

1. This dispute concerns the employment status of two GRENLEC employees, namely Ms. Callista Brathwaite and Mr. Dwight Francis (**"the Complainants"**), who served the Company for five (5) and two (2) years respectively.
2. GTAWU, is a registered Trade Union with its office situated at Green Street in the Town of Saint George's. It is the exclusive bargaining agent for the employees of GRENLEC.

3. GRENLEC is a limited liability company with its corporate headquarters at Dusty Highway in the parish of Saint George. It is the sole provider of electricity to the State of Grenada.
4. At the heart of this dispute lies the interpretation and application of Section 29(5) of the Employment Act CAP. 89 ("EA") and Article 22 of the Memorandum of Agreement/Collective Bargaining Agreement ("CBA") between GRENLEC and GTAWU ("the Parties").
5. **Section 29(5) of the EA** provides as follows:

“(5) Where the purpose or effect of a contract that is purportedly for a specified period of time or for a specific task is the filling on a lasting basis of a post connected with the normal and permanent activity of the undertaking, establishment or service, it shall be deemed to be a contract for an unspecified period of time, but only so far as it relates to the usual mode of employment.”
6. **Article 22 of the CBA** provides that:

“Casual workers, after completing six months of service with **the Company**, shall be deemed permanent unless the employees have been otherwise advised by the Company in writing prior to the commencement of duties and copied to **the Union**” (Emphasis supplied)
7. In essence, GTAWU contends that the Complainants had achieved permanent status within the Company, taking into consideration factors such as the length of their service, the nature of the jobs performed, and the several contracts (despite being styled ‘temporary’) entered into with the Company.
8. In the case of Ms. Brathwaite, she had entered into 46 “temporary” contracts (43 on GRENLEC’s version), totaling 743 days, over a five-year period (2019-2024) with the Company (“**the Brathwaite Contracts**”) GTAWU contends that pursuant to Section 29(5) of the EA, Ms. Brathwaite had achieved permanent status with the Company. GTAWU further contends that Article 22 cannot be used to deny Ms. Brathwaite the status of a tenured employee that she had attained under **Section 29(5) of the EA**.
9. In the case of Mr. Francis, he entered into 31 “temporary” contracts over a two-year period (October 2022-March 2024) with the Company. GTAWU contends that Mr. Francis had obtained permanent status under **Article 22 of the CBA**.
10. GRENLEC, on the other hand, contends that neither Ms. Brathwaite nor Mr. Francis ever obtained permanent status with the Company. At all material times, argues the Company, the Complainants were temporary employees.
11. GRENLEC relies on the letters of appointment received by the Complainants. On the face of the letters, the word ‘temporary’ is used to describe the tenure

of their appointments. Moreover, each letter contained a start and end date for the employment period, making them contracts for a specified period of time.

12. GRENLEC argues that the Complainants, given their temporary appointments, do not qualify for permanent status under Section 29(5) or Article 22.
13. Mediation before the Minister of Labour, who delivered her findings and recommendations by memorandum to the Parties dated 12th September 2024, failed to settle the dispute. The Parties thereafter consented to Arbitration.
14. At the Arbitration hearing conducted over one full day (March 28th 2025), GRENLEC relied on the evidence of two witnesses: Clive Hosten, Chief Engineer of GRENLEC and Cassandra Slocombe, Manager of the Customer Service Department. Between August 2021 and September 2024 (times material to the issues in dispute), Mr. Hosten was the acting General Manager of GRENLEC.
15. GTAWU relied on the evidence of Ranna Rougier-James, an employee of GRENLEC for the past 24 years. She currently holds the position of Customer Service Representative.
16. Witness statements were produced for all the witnesses prior to the hearing.
17. The Tribunal was tasked with issuing its report and decisions by March 31st, 2025.

ISSUES

18. By Arbitration Agreement dated 18th March 2025, the Parties identified six (6) issues for determination by the Tribunal, namely:
 - I. Whether pursuant to Section 29 of the Employment Act 1999 the series of short-term contracts issued to Ms. Callista Brathwaite were in effect filling on a lasting basis a post connected with the normal and permanent activity of the Company and should be deemed a contract for an unspecified period.
 - II. Whether the continuous issuance (renewing and ending) of these contracts for periods of just under six (6) months can be reasonably construed as circumventing Article 22 of the CBA between GRENLEC and GTAWU (2018-2023)
 - III. If the answer to either (I) or (II) is yes, whether Article 22 applies so to confirm permanent status on the worker.
 - IV. Whether Mr. Dwight Francis was in continuous employment with the Employer for such period so as to have acquired permanent status in accordance with Article 22 of the CBA between GRENLEC and GTAWU (2018-2023).

V. The effect of the Employer's decision not to re-engage the Complainants.

VI. The remedies, the parties are entitled to

19. We shall address each of the issues in the sequence set out herein.

ISSUE I: Whether pursuant to section 29 of the employment act, 1999, the series of short-term contracts issued to Ms. Callista Brathwaite were in effect filling on a lasting basis a post connected with the normal and permanent activity of the company and should be deemed a contract for an unspecified period.

20. Part V of the Employment Act under the heading "Contracts of Employment" sets out the different types of contracts and how they are treated.

21. Section 29 (1) of EA states that:

"Subject to this Act, this part applies to all contracts of employment."

22. Section 29 (2) of EA states that:

"A contract of employment may take one of the following forms,

- (a) A contract for an unspecified period of time;*
- (b) A contract for a specified period of time;*
- (c) A contract for a specific task.*

23. Section 29 (5) of the EA states that:

"Where the purpose or effect of a contract that is purportedly for a specified period of time or for a specific task is the filling on a lasting basis of a post connected with the normal and permanent activity of the undertaking establishment or service, it shall be deemed to be a contract for an unspecified period of time."

24. The issue to be determined relates specifically to Section 29 (5) of the EA as aforementioned. The task for the Tribunal is to examine Section 29(5) and assess, based on the facts presented, whether the Brathwaite contracts can be deemed as a contract for an unspecified period of time. The Tribunal has critically examined the submissions made both by GTAWU and GRENLEC and their respective positions regarding Ms. Brathwaite.

GTAWU'S PRESENTATION/SUBMISSIONS

Evidence of Ranna Rougier-James

25. The sole witness for GTAWU was Mrs. Ranna Rougier-James, a Customer Service Representative employed with GRENLEC for the past 24 years. She is also a member of GTAWU, the bargaining unit at GRENLEC, and the Shop Steward for the administration department at GRENLEC.

26. Mrs. Rougier-James in her Witness Statement dated the 23rd day of March 2025, paragraphs 10 to 12, states that she knows Callista Brathwaite working at GRENLEC on a series of short-term contracts over the last 5 years.
27. From paragraphs 13 to 15, Mrs Rougier-James describes the different departments within which Callista Brathwaite worked and the duties performed. At paragraphs 16 and 17, , she states that the occasions when Callista Brathwaite was absent, including periods between her contract, the positions she occupied were filled by a permanent worker and the functions she carried out over the last 5 years were all core functions of the operations of the company.

A purposive Approach Urged

28. GTAWU, in its submissions through its representative, Mr. Ewart Layne, advocated for the Tribunal to adopt the modern approach to interpreting statutes which is the purposive rule or purposive approach, instead of the literal rule. GTAWU relied on the Court of Appeal case from St. Vincent **SVGHCVAP 2019/0019, Metrocint General Insurance Company Limited and Samuel De Roche v Mercedes Delplesche** to support its assertions.
29. GTAWU posits that the obvious purpose of **Section 29(5) of the EA** is to ensure that employees who fill these posts connected with the normal operations of a business on a lasting basis are treated as tenured employees after the statutory or agreed probation period expires.
30. Further, from the material facts, Callista Brathwaite worked mainly in two areas connected with the normal activity of GRENLEC. During the five-year period she was engaged by GRENLEC, she had a total of 46 contracts and worked a total of 743 days, out of a possible total of 1,300 days (being close to 60% of the available work time).
31. During the period when she was not employed, her roles were performed by a permanent employee, and within the last few months, three persons were appointed on a permanent basis to fill the positions of General Clerk III, the grade in which Callista Brathwaite worked in her last series of contracts.
32. GTAWU submitted, based on the facts set out in paragraphs 30 & 31 above, that notwithstanding the short-term contracts, Callista Brathwaite was an integral part of GRENLEC's operation over the last five years and that her case falls within **Section 29(5) of the EA**.

GRENLEC'S PRESENTATION/SUBMISSIONS

33. GRENLEC presented two witnesses: Mr. Clive Hosten, its Chief Engineer and former Manager, employed for over thirty-six years, and Cassandra Slocombe, Manager of the Customer Service Department, a position she has held since 2005.

Evidence of Clive Hosten

34. Mr. Hosten states in his Witness Statement that Callista Brathwaite held specific short-term contracts during his tenure as General Manager, and the said contracts were voluntarily entered into. Furthermore, each of the contracts automatically terminated on the date of termination as agreed by GRENLEC and Callista Brathwaite.
35. In paragraph 7 of his Witness Statement, Mr. Hosten also states that Callista Brathwaite was, at all material times, a 'temporary worker' or 'casual worker' as referred to in **Article 22 of the CBA** currently in force between GRENLEC and GTAWU.
36. Additionally, Mr. Hosten states that, based on the nature of the service that GRENLEC provides, and in consideration of the fact that every role is extremely important for carrying out its service, temporary workers are regularly required to cover for the short term absence of permanent employees such as maternity leave, sick leave, absence due to travel for training, workshop or education, acting in higher positions and absences caused by family matters or emergencies.
37. Mr. Hosten concludes that the multiple short-term contracts entered into between GRENLEC and Callista Francis were therefore issued on each occasion by GRENLEC due to a need arising for temporary coverage for various posts within GRENLEC.

Not filling a lasting post

38. Ms. Ventour de Vega submitted on behalf of GRENLEC that the issue regarding Callista Brathwaite was whether, pursuant to **Section 29 of the EA**, the series of short-term contracts were filling, on a lasting basis, a post connected with the normal and permanent activity of GRENLEC. Ms. Ventour de Vega asserted that while GTAWU claims that Callista Brathwaite was filling a lasting post, GRENLEC submits to the contrary, and the Tribunal must consider the law and facts set out in the witness statements together with all exhibits.
39. Additionally, Ms. Ventour de Vega posited that each contract specified a distinct period and was separate, and the Tribunal cannot assume that, because the dates were close, Ms. Brathwaite's employment was continuous within the meaning of **Section 44 of the EA**.

A temporary role

40. Ms. Ventour further submitted that Callista Brathwaite's role was a temporary one, and that she was hired to provide temporary relief when permanent workers were on sick leave or vacation, and she was therefore not occupying a permanent post. She was filling different roles for various reasons.

41. According to Ms. Ventour de Vega, the contract between GRENLEC and Callista Brathwaite specifically used the word 'temporary' and **Section 29 of the EA** requires the employment relationship to be permanent. She requested that the Tribunal looks at the purpose for which Callista Brathwaite was contracted. She was not hired to fill a lasting vacancy, because GRENLEC did not have a vacancy available, or a position left to be filled since there were already persons filling those positions. Callista Brathwaite therefore did not meet the threshold for permanency.

ANALYSIS

42. The Tribunal considered the witness statements of the witnesses for both GRENLEC and TAWU, along with the respective exhibits, and the responses to cross-examination from the respective representatives for GTAWU and GRENLEC. Cassandra Slocombe was not cross-examined by GTAWU on the facts presented in her witness statement, which dealt mainly with matters involving Mr. Dwight Francis.
43. GTAWU posited that the Tribunal should adopt a modern or purposive approach to the interpretation of **Section 29(5) of EA**. In the Court of Appeal case submitted by GTAWU, **SVGHCVAP 2019/0019, Metrocint General Insurance Company Limited and Samuel De Roche v Mercedes Delplesche**, it was held [para 2] that:

"The modern approach to statutory interpretation is that the court seeks to give effect to the purpose of the legislation, which must be derived from its language and context. The court's task, within the permissible bounds of interpretation is to give effect to Parliament's purpose, so that controversial provisions should be read in the context of a statute as a whole, and the statute as a whole should be read in the historical context of the situation which lead to its enactment. In light of what is now understood, to be the modern approach, the Court does not accept the appellant's assertion that the literal rule should be the first resort in this case. Further, the ambiguity leading to the instant proceedings indicated the need to consider the section in its wider context. The purposive rule must therefore be applied, and the Act must be construed to suppress the mischief and achieve the objective of the legislature."

Giving effect to the purpose of Section 29(5)

44. The Tribunal accepts, as urged by GTAWU, the use of the purposive rule to interpret **Section 29(5) of the EA**. In keeping with the principles set out in the above-mentioned case, the Tribunal must seek to give effect to the purpose of the section, which must be derived from its language and context, and from its plain and ordinary meaning.

45. Generally, if a contract is for a specified period, then it terminates at the end of that period: **Section 29(4) of the EA**; if it is for a specific task, then it terminates when that task is completed: **Section 29(6) of the EA**.
46. By virtue of **Section 29(5) of the EA**, however, a contract purportedly for a specified period or for a specific task may be deemed as a contract for an unspecified period. The word “purportedly” in Section 29 (5) is especially important. In the context of the section, it means that a contract can be presented as being for a specified period of time or for a specific task, without necessarily being so.
47. An objective analysis must focus on, not just the contract simpliciter, but the “purpose or effect” of such a contract. Is it to fill, on a lasting basis, a post connected with the normal and permanent activity of the establishment?
48. One must ask what is the objective of Section 29(5) or what is the mischief that it was construed to suppress? GTAWU submits that the very mischief which the section intends to remedy “*is the very mischief that is at play in case, namely employees being denied tenure by utilization of the device of a series of short-term contracts to carry out normal activity of business on a long term or lasting basis*”.

Employment history of Ms. Brathwaite

49. The employment history of Callista Brathwaite reflects the following:
 - I. She worked over thirty (30) separate periods in General Administration.
 - II. From **September 4th 2023 to 29th February 2024** (5 months & 25 days), she worked in Transmission and Distribution. The reason for her contract was “providing relief for the incumbent General Clerk III, who was temporarily assigned to another department.”
 - III. From **March 25th 2024 to September 6th 2024**, she was offered five (5) consecutive month to month contracts and again worked in Transmission and Distribution. The reason for the contracts was “*providing relief for the incumbent General Clerk III, who was temporarily assigned to another department.*”(x1) and “*Providing relief for the incumbent General Clerk III, who was acting in a higher position (x4).*”
50. Mrs. Rougier-James, at paragraph 13 of her Witness Statement, stated that Callista Brathwaite did the tasks that administrative officers normally do, such as recording letters, distributing mails, answering the phone and directing calls. At paragraph 15, Mrs. Rougier-James stated that in the Transmission and Distribution department, Callista Brathwaite did tasks such as printing and

distributing service orders for connection and meter service crews, scheduling appointments with electricians and customers, performing as an assistant to supervisor in charge of connection and meter service crews, and liaising on a daily basis with customer service representatives. These statements by Mrs. Rougier-James were not challenged on cross-examination by Counsel Ms.Ventour de Vega.

Integral to GRENLEC's operations

51. The nature of the duties under the General Administration and the Transmission and Distribution departments evidence that they are integral to the daily operations of GRENLEC.
52. From the evidence and submissions presented by both Parties, it is undisputed that:
 - I. The positions filled by Callista Brathwaite in the General Administration and the Transmission and Distribution departments were core positions in GRENLEC—positions which were required to be filled on a lasting basis to facilitate the operations of the Company.
 - II. Those positions were filled by permanent employees;
 - III. Callista Brathwaite, at all times, when contracted by GRENLEC filled various permanent posts.
 - IV. Callista Brathwaite performed the core functions of those permanent posts.
 - V. Within the last year of her employment (September 2023 to September 2024), she entered into six contracts, the last five monthly contracts being back-to-back and separated by weekends and public holidays. Weekends and public holidays are not generally work days in GRENLEC.
53. Though the Brathwaite contracts were expressed to be temporary, the frequency of those 46 or 43 contracts, the back-to-back nature of several of them, the integral core functions performed pursuant to them, and other related factors, lead the Tribunal to conclude that the purpose and effect of those contracts was to fill, on a lasting basis, a post connected with the normal and permanent activity of GRENLEC. She became a 'permanent relief worker' for the several workers who went on vacation or were absent for one reason or another so as to continue with the core functions.

54. GTAWU used the graphic example of a spare tire, which is integral to the operation of a vehicle. Callista Brathwaite performed a similar role during her five-year employment with GRENLEC—core functions integral to the operations of the Company.

Deeming provision transforms contract

55. The deeming provision in Section 29(5) transforms a contract which purports to be for a specified period time into one for an unspecified period of time. In the context of Section 29(5), it matters not, if a contract is represented, on the face of it, as temporary, or whether the employee believed it to be temporary, or had no expectation to be made permanent. What matters is the nature of the contract, and whether it filled, on a lasting basis, a post conducted with the normal and permanent activity of GRENLEC.
56. Callista Brathwaite, having worked at GRENLEC pursuant to 43 or 46 contracts, was therefore filling, on a lasting basis, posts that were part of the normal and permanent activity of GRENLEC. The deeming provision of **Section 29(5) of the EA** has therefore been satisfied, and the Brathwaite Contracts were not contracts for a specified time but was for an unspecified time. The Tribunal so finds.
57. Having found that Brathwaite Contracts were for an unspecified period, the question is: when did that contract commence? Reference is made to **Section 29(7) of the EA** which states as follows:

“In contract of employment which do not specify the length of the probationary period, the following probationary periods shall be deemed to apply:

- (a) Not more than one month in the case of unskilled workers;
- (b) Three months in the case of other workers, but which period may be extended by a collective agreement.

58. The Tribunal finds that Callista Brathwaite’s contract for an unspecified period of time on **September 4th 2023 (when she became a permanent employee)**. Between that date (Sept. 4th) and Sept. 6th 2024 she provided almost unbroken service to GRENLEC (but over 6 contracts), with the first contract (Sept. 4th 2023 to Feb. 29th 2024) extending to 3 days shy of 6 months.

ISSUE II: Whether the continuous issuance (renewing and ending) of these contracts for periods of just under six (6) months can be reasonably construed as circumventing article 22 of the Memorandum of Agreement (MOA) between GRENLEC and GTAWU (2018 – 2023)

GTAWU PRESENTATIONS/SUBMISSIONS

59. GTAWU submits that **Article 22 of the CBA** between GTAWU and GRENLEC is a contractual provision incorporated into the individual contracts of all employees. Further, GTAWU relies on the case of **Wood v Capita Insurance Services Ltd 171 ConLR** (page 7 paragraph 10) for the proposition that that ontractual documents *“must be interpreted objectively by asking what a reasonable person with all the background knowledge which would reasonably have been available to the parties when they entered into the contract, would have understood the contract to mean”*
60. GTAWU also relies on the authority **AG of Belize v. Belize Telecom [2009] UKPC10**

A Casual worker is a temporary worker

61. The CBA between GTAWU and GRENLEC does not define “casual worker”, which is the subject of Article 22. GTAWU submits that the ordinary dictionary meaning of casual worker is a temporary worker. If that meaning is used, then the ordinary meaning of Article 22 is that if certain circumstances attain, a casual or temporary worker is transformed into a tenured worker without any further intervention.

Pathway to permanency

62. Article 22 thus provides a pathway to permanency without any further intervention by the worker or employer.
63. GTAWU further posits that Article 22 is silent on whether the six months referred to in the Article must be continuous or consecutive, or whether it is sufficient that the six months are cumulative. The task is left to the Tribunal to interpret Article 22.
64. GTAWU refers the Tribunal to the duty of trust and confidence as an overarching obligation implied by law in a contract of employment. It is incident to the contract of employment.

A presumption of tenure

65. Further, GTAWU contends that Grenadian employment law contains a presumption of tenure for continuous employment beyond the statutory or agreed period of probation. The presumption arises from Section 29(5).
66. GTAWU submits that applying all the relevant principles, in the context of the duty of trust confidence and good faith and the statutory context, a reasonable person would conclude that Article 22 is not to be used to subvert the operation of Section 29(5) but was intended where there was the genuine need to take someone for a temporary period.

67. GTAWU concludes that the continuing issuance of short-term contracts for periods of just under six (6) months can be reasonably construed as an attempt to circumvent Article 22 and that it was not a fair and good faith use of the power under Article 22 to hire casual employees where a genuine need arises. It was used for the purpose of blocking Callista Brathwaite from obtaining tenured status.

GRENLEC'S PRESENTATION/SUBMISSIONS

68. Ms. Ventour de Vega, on behalf of GRENLEC, submits that GRENLEC always acted in good faith, and the very Agreement between GTAWU and GRENLEC anticipates that there will be casual workers. Article 22 was put in place to protect temporary workers. She submits that a casual worker means a temporary worker.

Employment must be continuous

69. Ms. Ventour de Vega states that, though not expressed, Article 22 implies that the employment must be continuous. She would insert "continuous" before "service" to read "...six months of **continuous** service.". She submits that Callista, in none of the documents presented, had a continuous period of six (6) months of service in any one sitting.

Copy Union as Courtesy

70. The correct interpretation of Article 22, according to GRENLEC, is that you can have casual workers, but you must let them know that they are temporary so as to avoid triggering the fallout of Article 22. GRENLEC views, as a courtesy, the requirement in the Article to copy GTAWU.
71. GRENLEC submits that a temporary worker knows he or she is temporary at the commencement of the contract. The contracts of the Complainants were styled as temporary employment. It was simply an oversight they argue, not copying the Union. Such failure carries no consequence. A mere oversight by GRENLEC cannot convert the temporary employment to permanent.

ANALYSIS

72. To avoid the worker who has completed six months of service from being deemed permanent pursuant to Article 22, three conditions must be satisfied:
- I. GRENLEC must advise the worker in writing of the non-application of the Article;
 - II. GRENLEC's advice must be relayed to the worker prior to the commencement of his or her duties; and

III. GRENLEC must copy to GTAWU the written advice to the worker.

43/46 Contracts for five years

73. The factual matrix shows that Callista Brathwaite worked for five (5) years being offered 43 contracts according to GRENLEC and 46 according to GTAWU.
74. Article 22 does not state whether the six-month period should be continuous or cumulative over a series of contracts. It speaks to “*completing six months of service with the Company*”. GRENLEC reads into the Article ‘continuous service’.
75. It is not in dispute that from 4th September 2023 to 29th February 2024, Callista Brathwaite worked for a full period of five (5) months and twenty-seven (27) days and from March 25th to September 6th, she worked consecutively for five (5) months and thirteen (13) days on one-month contracts. All the contracts specifically stated an offer of “temporary employment”. Article 22 is a specific provision for casual/temporary workers.
76. There was no evidence to suggest that Callista Brathwaite was privy to the CBA or even knew that it existed. None of the contracts exhibited by GRENLEC to Callista Brathwaite had the deeming provision inserted.

Not a simple courtesy

77. The Tribunal does not find favour with GRENLEC’s assertion that copying the Union was a courtesy, immaterial, and incapable of affecting the change of contract from temporary to permanent.
78. Article 22 is a special provision construed to protect casual workers from being used by the employer, GRENLEC, as a permanent worker under the guise styling that worker as ‘temporary’. The role of GTAWU is therefore particularly important. Copying the Union triggers the mechanism of protection. It offers procedural protection to the worker. The Union has to be notified every time a casual worker is given a contract. The role of a Union is to protect the worker.
79. The failure by GRENLEC to copy GTAWU, cannot therefore be seen as a courtesy devoid of consequences. It is one of the pre-conditions to be met in order to prevent the temporary contract of a worker from being deemed permanent. It is a breach of the procedural protection guaranteed to the worker and carries consequences.
80. Article 22 contains an ‘unless clause’. A temporary worker completing six months of service attains permanent status **unless** GRENLEC advises that worker, at the commencement of the service, that Article 22 is disappplied (or

clear words to that effect) in relation to him or her, and **the Union is copied such advice** which the worker receives in writing. GRENLEC failed to meet both essential pre-conditions.

Duty of Trust and Confidence

81. The Tribunal adopts the submission of GTAWU that the duty of trust and confidence is an overarching obligation implied by law as an incident of the contract of employment. GRENLEC, therefore, owed a duty to Callista Brathwaite to act in good faith.
82. Having established that duty, GRENLEC failed to advise Callista Brathwaite, before the commencement of the contract, of the deeming provision and failed to copy the several contracts to GTAWU.
83. Taking into consideration that Callista Brathwaite satisfied the provisions of Section 29(5), and looking at both Section 29(5) and Article 22 together, the contracts over the last five (5) years—particularly the last two periods of five (5) months and twenty-seven (27) days and five (5) months and thirteen (13) days—**the Tribunal finds that, GRENLEC was attempting to circumvent Article 22 by continuing to offer Callista Brathwaite contracts for less than six (6) consecutive months.**

ISSUES III & IV

III: Whether article 22 applies so to confirm permanent status on the worker

And

IV: Whether Mr. David Francis was in continuous employment with the employer for such period so as to have acquired permanent status in accordance with article 22 of the memorandum of agreement (cba) between GRENLEC and GTAWU (2018 – 2023)

84. The term “casual worker” is not defined in the CBA, and interestingly, this is a term mentioned and defined in the Grenada Employment Act No.14 of 1999. Section 2 of the EA states that “casual employee” means “any employee who works on a daily basis on work of an intermittent or irregular nature with no expectation of continuity.”
85. However, both the Ms. Ventour de Vega for GRENLEC and Mr. Ewart Layne for GTAWU have agreed that under Article 22 the term “casual worker” is used to mean “temporary worker.”
86. The questions arising for consideration under **ISSUES III and IV** by this Tribunal require a reasonable interpretation of Article 22 and its application the Complainants who were employed by GRENLEC as casual workers. It should be determined whether or not the six months service under Article 22 must be unbroken continuous service, and also what actions are considered necessary to satisfy the responsibility of the Company under Article 22 to give the casual worker information in writing prior to commencement of duties and have it copied to the Union.

GTAWU PRESENTATION/SUBMISSIONS

87. GTAWU witness, Ranna Rougier-James, said that the two Complainants in this matter belong to the department that she represents as a shop steward. She stated that Dwight Francis commenced work at GRENLEC in 2022. She was aware that Mr. Francis was on a series of short-term contracts from 2022. These contracts were put in evidence. The witness further testified that Mr. Francis worked continuously from July 2023 to March 2024, purportedly on a series of eight one-month contracts, and that the witness was informed that:

- I. Mr. Francis was not advised in writing or otherwise prior to commencement of the 8 consecutive months of engagement that the deeming provisions in Article 22 will not apply to him.
- II. GTAWU was not advised in writing or at all that the deeming provisions in Article 22 will not apply to Mr. Francis.

88. Under cross-examination by Counsel Ms. Ventour for GRENLEC, Ms. Ranna Rougier-James admitted that all the employment letters from GRENLEC to Callista Brathwaite, appointed her on a temporary basis. The witness admitted further that she has not seen any document from Callista Brathwaite challenging her temporary employment.

89. In further cross-examination, witness Ranna Rougier-James said regarding Dwight Francis that although his letters of engagement from GRENLEC stated that he was employed on a temporary basis, Mr. Francis was not otherwise advised prior to commencement of his duties that he would not be deemed permanent under Article 22. She admitted, in answer to Counsel on cross-examination, that although GRENLEC did not copy any of the appointment letters to GTAWU, there was no consequence mentioned in Article 22 of the CBA for this omission.

GRENLEC 'S PRESENTATION/SUBMISSIONS

90. GRENLEC's witness, Clive Hosten, emphasized the ongoing need within the Company to hire temporary or casual workers to cover temporary absences of permanent personnel. GRENLEC may also hire a casual worker to cover a post which has become vacant while the recruitment and selection process for a new post holder takes place. According to him, the temporary worker is free to submit an application to participate in the recruitment process if he or she so wishes and will be duly and fairly considered, same along with all other applicants.

91. Concerning **Dwight Francis**, Mr. Hosten continued:

"None of the fixed term contracts which were entered into between GRENLEC and Mr. Francis were for a continuous period of six (6) months or more. The specified period of the contract ranged from one

(1) day to forty-five (45) days. As the contracts were for a specific period of time each one automatically terminated on the date specified therein for termination as agreed between the parties... A table showing the commitments and endings of each of the fixed term contracts entered into between GRENLEC and Mr. Francis is annexed to this witness statement and marked CH1... Mr. Francis was shortlisted along with about 10 other applicants for the second stage of the recruitment process for the post of Disconnection/Reconnection Representative and was interviewed on 25th January 2024... However, it was determined that Mr. Francis was not the best fit for the position.”

92. The Witness Statement of Cassandra Slocombe essentially confirmed the facts stated in the Witness Statement of Clive Hosten concerning Mr. Francis.
93. Mr. Hosten was cross-examined by Mr. Layne for GTAWU. In the cross-examination, Mr. Hosten accepted that Mr. Francis was employed using thirty-one different contracts for the accumulated period of his service with GRENLEC. He took the position that each of the letters stated that Mr. Francis was employed on a temporary basis, but that the Union was not copied with any of the engagement letters. Mr. Hosten also admitted in cross-examination that some of the appointment letters to Mr. Francis were dated and delivered to him after the commencement period of his engagement.
94. It was put to Mr. Hosten by Mr. Layne that the series of short-term contracts with Mr. Francis, spanning just over 8 months in totality, were broken only by periods of one or two days and that these broken days were either weekends or public holidays when GRENLEC was closed for business. Mr. Hosten affirmed this but said that there were occasions where GRENLEC Workers were called out on holidays or weekends to attend to emergencies because GRENLEC provides essential services.

SUBMISSIONS BY COUNSEL

95. Both Ms. Ventour and Mr. Layne, made submissions on Article 22 of the CBA. Counsel for GRENLEC submitted that contracts for both Callista Brathwaite and Dwight Francis all specified that they were temporary.
96. She submitted further that each contract gave a commencement date and determination date and was each by nature a temporary contract. Ms. Ventour posits that the purpose of Article 22 of the CBA is to provide clarity to the worker and not to “trap” the employer. She believes that GRENLEC has substantially complied with the requirements of Article 22 by stating in each of the contracts that they were temporary and also by giving the start and end dates in the said contracts.
97. Ms. Ventour agrees that Article 22 is a protective clause designed to prevent abuse of casual workers, but states that the employees in this case did not have the benefit of the deeming provisions of Article 22 because their period of service, although each accumulatively exceeded 6 months, were not in any case continuous periods of service.

98. Counsel for GRENLEC, in essence, submitted that the term “continuous service” should be implied in Article 22. Counsel asks that the Tribunal regard the failure of GRENLEC to copy the Union as required by Article 22 as a procedural misstep which should not result in conferring of permanent status on any of the two employees.
99. Counsel emphasises the fact that Dwight Francis must have been aware that his position was temporary because he applied for a permanent position that became available in the said Company for the same post that he was temporarily filling. She submits further that there is no stipulated penalty in Article 22 for failure to notify the Union, so the requirement is merely procedural.
100. Mr. Layne on behalf of GTAWU submits that the protection for casual workers provided by Article 22 covers the Complainants and the requirements for advising the worker and copying it to the Union is not merely procedural but demands strict compliance. He submits further that Article 22 does not require that the employee’s period of service be continuous. He submits that the Tribunal should examine the CBA as a whole in order to determine what the Parties meant when they inserted Article 22 in the CBA.

ANALYSIS

101. In the Court of Appeal Case of **GDAHCVAP GRENADA TECHNICAL AND ALLIED WORKERS UNION AND ST GEORGE UNIVERSITY LIMITED**, the Court had to interpret Article 11 in an agreement between the Trade Union and the Employer. Justice Baptiste JA expounded on the relevant principles for construction of commercial contracts and in so doing, applied the principles summarized in the UK Supreme Court by Lord. Neuberger in **ARNOLD V BRITTON** as follows:

“When interpreting a written contract, the court is concerned to identify the intention of the parties by reference to what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be... it does so by focusing on the meaning of the relevant words in their documentary, factual and commercial context. That meaning has to be assessed in the light of (i) the natural and ordinary meaning of the clause (ii) any other relevant provisions of the clause (iii) the overall purpose of the clause... (iv) The facts and circumstances known or assumed by the parties at the time that the document was executed.”

102. Applying these principles of interpretation to Article 22, the Tribunal has regard to the entire CBA and the fact that this Agreement is for the benefit of workers, but the contracting Parties are GTAWU and GRENLEC. The protection provided by Article 22 is specifically for casual workers who are not protected under Article 26, which provides for a period of probation for newly engaged workers who are deemed permanent after satisfying certain conditions and completing their probation.

103. The Tribunal is of the view that Article 22 was drafted with the intention on the part of the Parties to the CBA that the Company will be able to hire casual workers as needed, but after completing 6 months of service with the company, they shall be deemed to be permanent unless the company advises them otherwise in writing before they commence their duties and this advice is to be copied to the Union.

Mere mention of temporary not enough

104. The Tribunal is of the view that the requirement to inform the Union is not just procedural but is critical, as the role of the Union under the CBA is to safeguard the interest of the workers. The requirement of informing the Union is conjunctive with the requirement of informing the worker and should not be interpreted otherwise.
105. It is the opinion of the Tribunal that the mere mention in the appointment letter or contract that the worker's engagement is temporary and the fact of specifying start and end dates are not enough to satisfy the requirements of Article 22. These workers should have been advised in writing before their duties commenced that they would not qualify to become permanent workers.

Article 22 confers Permanent Status

106. In applying the principles of interpretation of contracts enunciated by the Courts, the Tribunal does not find any reason to imply into Article 22, a term that the service must be continuous. Article 22, therefore, applies in the circumstances to deem and confer permanent status on Dwight Francis, who has completed six months of service. The deeming provision applies to him in the circumstances of the Company failing to advise him and to inform the Union as required by Article 22.
107. The evidence from both GRENLEC and GTAWU is that Dwight Francis worked for a period of just over 8 months with breaks of only one or two days, which days were either weekends or public holidays when the Company was closed. Except for these interruptions, his service was continuous.
108. The evidence submitted to the Tribunal is that Dwight Francis was in employment with GRENLEC commencing October 3, 2022 and up to March 15, 2024 a total of 280 days under 31 contracts.
109. He worked in two areas connected with the normal operations of GRENLEC, namely as a Disconnection/ Reconnection Representative and a Courier.
110. The Tribunal has already determined herein that there is no requirement under Article 22 for the six (6) month period to be continuous. The Tribunal is required to determine whether Dwight Francis was in continuous employment for such period (6 months) as to acquire permanent status under **Article 22 of the CBA**.

Service unbroken by working days

111. For the period July 2023 to March, 2024, Mr. Francis was employed with GRENLEC under consecutive contracts for a duration of eight (8) months, which were broken by very short periods of one day or two days in some cases. From the calendar presented by his representative, it is shown that the interrupted periods during these eight (8) months when Mr. Francis was not required to work were either weekends or public holidays.
112. Mr. Hosten, the witness for GRENLEC, did admit in evidence that GRENLEC's offices are not usually open on weekends or public holidays, although workers were sometimes called out to work if there was an emergency. When this information is taken into context, it becomes evident that the employment of Mr. Francis over these months was unbroken. Although each contract on its face seems to have intervening days in between, it was, in reality, unbroken by working days. His continuous employment for over 6 months, along with the fact situations already alluded to by this Tribunal, gives Mr. Dwight Francis the protection of the deeming provisions under **Article 22 of the CBA**.
113. **Section 44 of the EA**, which is instructive on the issue of "**continuous employment**" states that:
 - "44 (1) Continuous employment shall begin from and include the first day on which an employee begins to work for an employer and shall continue up to and including the date of termination.
 - (2) It shall be presumed, unless the contrary is shown, that the employment of an employee with an employer is continuous whether or not the employee remains in the same job."
114. The fact that Mr. Francis might have served in at least two separate posts during the period of his employment does not prevent his employment from being continuous.

ISSUE V: The effect of the employer's decision not to re-engage the complainants

115. The last fixed term contracts of Mr. Francis and Ms. Brathwaite purportedly ended, by effluxion of time, on 15th March 2024 and 6th September 2024 respectively. Since those dates, GRENLEC has not entered further contracts with them. It was on that basis that GRENLEC contended, at the Arbitration hearing, that they were no longer employed with the Company, whether in a temporary or permanent capacity.
116. In essence, GRENLEC argues that in the case of Mr. Francis, it holds no obligation to him post 15th March 2024, and in the case of Ms. Brathwaite, post 6th September 2024.

117. On the other hand, GTAWU submits that by August 26th 2022, Ms. Brathwaite had attained permanent status pursuant to deeming provision of Article 22 of the CBA. Further, GTAWU submits that by September 2024, Ms. Brathwaite had achieved permanent status pursuant to **Section 29(5) of EA**.
118. With respect to Mr. Francis, GTAWU submits that by September 2023, and, “in any event no later than January 2024” he had obtained permanent status pursuant to the deeming provision of **Article 22 of the CBA**.
119. In light of the foregoing, GTAWU argues that:
 - I. The failure to reengage Ms. Brathwaite amounts to a breach of the term implied by section 29(5) into her individual contract of employment and therefore to wrongful dismissal.
 - II. The failure to re-engage Mr. Francis amounts to a breach of the term contained in the CBA and implied in his individual employment contract and therefore to wrongful dismissal.
 - III. Such failure to re-engage, GTAWU argues, amounts to unfair dismissal within the meaning of **Section 74 of the EA**.
120. Based on the Tribunal’s earlier findings, Ms. Brathwaite had already obtained similar status by **September 4th 2023** with GRENLEC pursuant to **Section 29(5)** and then, Mr. Francis had attained similar status by February 1st 2024.
121. In the case of Ms. Brathwaite, save for a three-week break in early March 2024, she worked consecutive contracts from September 4th 2023, to September 6th 2024. The consecutive contracts between March and September 2024 were only broken by weekends and public holidays (generally non-working days at GRENLEC).
122. In the case of Mr. Francis, he worked for eight consecutive months from July 2023 to March 2024. He qualified for permanent status after the six-month period, being January 2024. He therefore assumed permanent status effective February 1st 2024.
123. The failure of GRENLEC to re-engage Mr. Francis after March 25th 2024 who by then had attained permanent status, constituted therefore, an unfair dismissal. Similarly, the failure to re-engage Ms. Brathwaite after September 6th 2024 constituted an unfair dismissal.

ISSUE VI: The remedies, the parties are entitled to

124. **Section 83 of the EA** sets out the remedies afforded to an employee who is unfairly dismissed. It provides as follows:

“(1) If the Arbitration Tribunal determines that an employee’s complaint of unfair dismissal is well founded it shall award the employee one or more of the following remedies —

(a) if the employee requests, an order for reinstatement where the employee is to be treated in all respects as if he or she had never been dismissed;

(b) an order for re-engagement whereby the employee is to be engaged in work comparable to that in which he or she was engaged prior to his or her dismissal, or other reasonably suitable work, from such date and on such terms of employment as may be specified in the order agreed by the parties;

(c) an award of compensation as specified in subsection (4).

(2) The Arbitration Tribunal shall, in deciding which remedy to award, first consider the possibility of making an award or reinstatement or re-engagement, taking into account in particular the wishes of the employee and the circumstances in which the dismissal took place, including the extent, if any, to which the employee caused or contributed to the dismissal.

(3) Where the Arbitration Tribunal determines that the employee caused or contributed to the dismissal to any extent, it may include a disciplinary penalty as a term of the order for reinstatement or re-engagement.

(4) An award of compensation shall be such amount as the Arbitration Tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the employee in consequence of the dismissal in so far as that loss is attributable to action taken by the employer, and the extent, if any, to which the employee caused or contributed to the dismissal.

(5) The amount awarded shall not be less than two week’s pay for each year of service for workers with less than two years of service and one month’s pay for each year of service for workers with more than two years of service and an amount additional to such loss may be awarded where dismissal was based on any of the reasons set out in section 74(2).

(6) Where the Arbitration Tribunal has made an award of reinstatement or re-engagement and this is not complied with by the employer, the employee shall be entitled to a special award of an amount equivalent to twenty-six weeks’ wages, in addition to a compensatory award under subsection (4).”

125. Having found that the Complainants had achieved permanent status, their respective contracts of contracts could not have been terminated by effluxion of time. They became employees of GRENLEC with contracts for an unspecified period of time.
126. A contract for an unspecified period of time may be terminated by either party, subject to the provisions of the EA concerning dismissal and notice of termination: **Section 29(3) of the EA**
127. GTAWU urges the tribunal to exercise its power under **Section 83(1) of the EA** and make an Order for the Complainants to be re-engaged by the Respondent and a compensation award under **Section 83(4) of the EA**. Such power is exercisable GTAWU argues, since a case of unfair dismissal have been made out by the Complainants, and they are entitled to the appropriate relief set out in section 83.

Approach to making award- Awards for unfair dismissal cover reinstatement, re-engagement and compensation.

128. **Section 83(2) of the EA** guides an Arbitration Tribunal on the approach to making the award. First, it must consider the possibility of making an award of reinstatement or re-engagement. In doing so, it must consider the wishes of the employee and the circumstances in which the dismissal took place. A Tribunal must consider the extent, if any to which the employee caused or contributed to the dismissal.
129. Re-instatement or re-engagement is permissible even where an employee caused or contributed to his/her dismissal. In such a case, the Tribunal may include a disciplinary penalty as a term of the order for re-instatement or re-engagement.

Re-engagement

130. An order for re-engagement requires the employee to be engaged in work comparable to that in which he/she was engaged prior to his or her dismissal, "or other reasonably suitable work". The Parties are to agree on the date and terms of employment specified in the order.
131. In contrast to re-engagement, an order for re-instatement requires the employee to be treated in all respects as if he or she had not been dismissed.
132. In the instant case, the Tribunal takes into account the wishes of the employee to be re-engaged. The Tribunal notes that there is no complaint against either employee causing or contributing to his or her dismissal. In all instances, operating under the belief that the contracts continued to be temporary, GRENLEC regarded the contracts as ended by effluxion of time.
133. In all the circumstances, the Tribunal finds it appropriate, and so directs, an order for the re-engagement of both Complainants.

Compensation

134. If Compensation is an appropriate remedy, the Tribunal shall award such amount as it considers “just and equitable in all the circumstances”. The Tribunal must pay due regard to the loss sustained by the employee in consequence of his dismissal “in so far as that loss is attributable to action taken by the employer”: **Section 83(4) of EA**
135. The Tribunal must consider too, the extent to which the employee caused or contributed to the dismissal.
136. In the instant case, the Tribunal orders compensation:
 - I. In the case of Mr. Francis, an amount equivalent to the salary he would have received from his date of termination (March 2024) up to the date of re-engagement as ordered by the Tribunal.
 - II. In the case of Ms. Brathwaite, an amount equivalent to the salary she would have received from the date of her termination (September 2024) up to the date of her re-engagement as ordered by the Tribunal.
137. Further, the Tribunal orders that the both Ms. Brathwaite and Mr. Francis be accorded the benefits due to permanent employees under the CBA from December 5th 2023 and February 1st 2024, respectively.

138. SUMMARY OF FINDINGS OF TRIBUNAL

- I. The series of short-term contracts issued to Ms. Callista Brathwaite were, in effect, filling on a lasting basis, a post connected with the normal and permanent activity of GRENLEC.
- II. Pursuant to Section 29(5) of the Employment Act, Ms. Brathwaite attained permanent status with GRENLEC on **September 4th 2023**.
- III. Pursuant to Article 22 of the CBA, Mr. Francis attained permanent status with GRENLEC on **February 1st 2024**.
- IV. The continuous issuance (renewing and ending) of the Brathwaite Contracts for periods of just under six (6) months can be reasonably construed, and the Tribunal so finds, as circumventing Article 22 of the CBA between GRENLEC and GTAWU.
- V. GRENLEC is to pay Mr. Francis compensation in an amount equivalent to the salary he would have received from his date of termination on March 15th 2024 up to the date of re-engagement as ordered by the Tribunal.

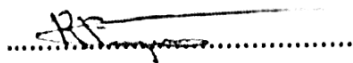
- VI. GRENLEC is to pay Ms. Brathwaite compensation in an amount equivalent to the salary she would have received from the date of her termination on September 6th 2024 up to the date of her re-engagement as ordered by the Tribunal.
- VII. The effect of GRENLEC's decision not to re-engage both Ms. Brathwaite and Mr. Francis constitutes unfair dismissal under the Employment Act.
- VIII. The Tribunal orders that both Ms. Brathwaite and Mr. Francis be re-engaged forthwith by GRENLEC.
- IX. The Tribunal orders that the both Ms. Brathwaite and Mr. Francis be accorded the benefits due to permanent employees under the CBA from September 4th 2023 and February 1st 2024, respectively.

The tribunal wishes to commend both sides for the helpful submissions and mutual respect shown throughout the Arbitration hearing.

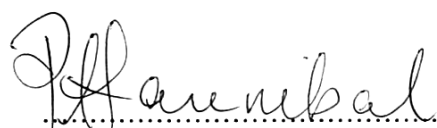
Dated the 3rd day of April 2025



.....
Francis K. Paul
Chairman



.....
Ruggles Ferguson K.C.



.....
Pauline Hannibal

IN THE SUPREME COURT OF GRENADA
AND THE WEST INDIES ASSOCIATED STATES
HIGH COURT OF JUSTICE

GRENADA
CLAIM NO. GDAHCV2022/0360

IN THE MATTER OF THE POSSESSORY
TITLES ACT NO. 22 OF 2016

AND

IN THE MATTER OF AN APPLICATION FOR A
DECLARATION OF POSSESSORY TITLE
OF LAND

CATHERINE AGATHA JEAN HAGLEY
APPLICANT

ORDER

BEFORE: HER LADYSHIP THE HONOURABLE
JUSTICE AGNES ACTIE, HIGH COURT JUDGE

DATED: THE 28TH DAY OF NOVEMBER, 2024

ENTERED: THE 20TH DAY OF DECEMBER, 2024

UPON the Application filed on the 22nd day of September, 2022 for a declaration of Possessory Title in respect of land situate at Syracuse in the parish of Saint David in the State of Grenada;

AND UPON READING the Affidavits of Catherine Agatha Jean Hagley, Cosmos Sylvester and John Ghita filed on the 22nd day of September, 2022;

AND UPON reading the supplemental affidavit of Catherine Hagley filed on 27th November, 2024 and further affidavit in support of Michael Beckles filed on 27th November.

AND UPON HEARING evidence of Catherine Agatha Jean Hagley the Applicant on 11th March, 2024 and the evidence of the said Catherine Hagley and Michael Beckles 28th November, 2024;

AND UPON READING the Notice of Application to add the estate of Gregory Hagley as a party to the claim and the affidavit in support of Ms. Caryn Adams filed on 27th and 28th November, 2024 respectively;

AND UPON HEARING Caryn Adams of the firm Derick F. Sylvester & Associates, Counsel for the Applicant;

AND UPON the Court being satisfied that all procedural steps pursuant to the Possessory Titles Act No. 22 of the 2016 Laws of Grenada ("the Act") have been followed and noting that there has been no Claim in opposition to the said Application;

IT IS HEREBY DECLARED that:

1. Catherine Agatha Jean Hagley in her personal capacity of Syracuse in the parish

of Saint David in the State of Grenada and the said Catherine Agatha Jean Hagley in her representative capacity as the Executor of the Estate of Gregory Hagley is hereby entitled to possession of:

ALL THOSE lots pieces or parcels of land situate at Syracuse in the parish of St. David in the State of Grenada and bound as follows: Lot 1— bound on the North side by the land of Veronica David, on its East side by lands of Ulrica Mc Millan and Gregory Hagley the west side by a Ravine, and on the South side by: lands of Gregory Hagley measuring One Acre, Three Roods and Twenty-One point Eight Poles (1 Ac. 3 Rds. 21.8 Pls.) English Statute Measure; and Lot 2— bound on the North by a Public Road and South side by lands of Gregory Hagley, on the East and West sides by an Allowed Road measuring 23 Poles (23 Pls.) English Statute Measure.

2. The Registrar shall comply with section 23 of the Act.

3. The requisite certificate pursuant to the Act be issued under the hand of the Register in favour of Catherine Agatha Jean Hagley.

BY ORDER,

JOSHUA JOHN
Deputy Registrar (Ag.).

This Order is filed by Derick F. Sylvester, Legal Practitioners for the Applicant: Tel. 435-9000/1; Fax: 435 9002; Email: dfslawfirmgrenada@gmail.com; Address: No. 495 Lucas Street, St. George's, Grenada.

**UNDER THE LIQUOR DEALERS' LICENCES
ACT CAP. 174 OF THE CONTINUOUS
REVISED EDITION OF THE LAWS OF
GRENADA 2010**

TAKE NOTICE that the QUARTERLY Liquor Licence Session for the Town and Parish of St. Andrew will be held at the Court House, Grenville commencing at 9:00 a.m. on Friday the 20th day of June, 2025.

NEW APPLICANTS should apply early as their premises must be inspected and should bring with their application two (2) letters of recommendation from respectable persons.

ALL PERSONS HOLDING licences in the name of DECEASED persons should apply for licences in their names.

ALL PERSONS WHO HAVE BOUGHT OR TAKEN OVER licenced premises must also apply for licences in their names.

ALL NEW APPLICANTS should have their application in the Magistrate's Office *no later than 3:30 p.m. on Thursday the 8th day of May, 2025.*

KINNA MARRAST
*Magistrate,
Eastern District.*

Magistrate's Office
Eastern District
St. Andrew.

**UNDER THE LIQUOR DEALERS' LICENCES
ACT CAP. 174 OF THE CONTINUOUS
REVISED EDITION OF THE LAWS OF
GRENADA 2010**

TAKE NOTICE that the SECOND QUARTERLY Liquor Dealers' Licensing Session for the Parish of St. David will be held at the Magistrate's Court, St. David, *on Wednesday the 25th day of June, 2025 commencing at 9.00 a.m.*

NEW APPLICANTS should apply early, as their premises MUST be inspected and should bring with their application, two (2) letters of recommendations from two (2) reputable persons residing in the district, who already have licenses in their names.

ALL PERSONS HOLDING LICENCES in the name of deceased persons should apply for licences in their names.

ALL PERSONS WHO have BOUGHT or TAKEN OVER licenced premises MUST also apply for licences in their names.

ALL NEW APPLICANTS should have their application in the Magistrate's Court Office *no later than 3:00 p.m. on Friday the 30th day of May, 2025.*

SABINA GIBBS
*Magistrate (Ag.),
Eastern District.*

Magistrate's Office
Eastern District
St. David.

9th April, 2025.

LOST POLICY

Tessa Wendy Alexander-St. Cyr has made sworn declaration that the Demerara Mutual Life Assurance **Policy Number GR179358** on the life of Zuri Gerard St. Cyr is lost and has made application to the Society for a duplicate policy contract.

NOTICE is hereby given that unless objection is raised within one month of the date hereof, the duplicate policy contract applied for will be issued.

Demerara Mutual Life Assurance
Society Limited,
Granby Street
St. George.

3rd April, 2025.

VACANCY NOTICE

GOVERNMENT OF GRENADA

OFFICE OF THE ATTORNEY GENERAL

MINISTRY OF LEGAL AFFAIRS, LABOUR &
CONSUMER AFFAIRS

Applications are invited from suitably qualified individuals for the position of Deputy Registrar within the Corporate Affairs and Intellectual Property Office (CAIPO), Ministry of Legal Affairs, Labour and Consumer Affairs, St. George's, Grenada.

JOB TITLE: Deputy Registrar

REPORTS TO: Registrar, CAIPO

CLASSIFICATION: Grade J

RELATIONSHIP AND RESPONSIBILITIES

1. Works under the direction of and reports to the Registrar, Corporate Affairs and Intellectual Property Office (CAIPO), and is responsible for assisting the Registrar in ensuring the proper functioning of the Registry of Companies and Intellectual Property at all times.
2. Required to respond whenever necessary to the Attorney General and Permanent Secretary, on matters related to work.

DUTIES AND TASKS

1. Assists the Registrar in the performance of all duties relating to the registration of companies, business names, partnerships, trademarks, patents and other intellectual property related matters.
2. Assists in the substantive examinations of companies, and business names.
3. Performs substantive examinations of trademark applications under the Trademarks Act.
4. In the absence of the Registrar, acts as Registrar of Companies and Intellectual Property.
5. Writes legal opinions on matters pertaining to Companies and Intellectual property as directed.
6. Represents the office at workshops, conferences and other meetings locally and overseas.
7. Carries out studies, programmes or exchanges of items or services regarding domestic and international patent law.
8. Provides patent information services such as making available, for use by the public, in the prescribed manner, and on payment of any prescribed fees, patent literature.
9. Assists the Registrar with the general supervision of staff.

10. Performs such other duties as may be assigned from time to time within the scope of responsibility.

CONDITIONS

- Functions in scheduled travelling post and receives basic travelling allowance in accordance with established rates.
- Required to maintain a motor vehicle for the performance of duties.
- Accommodation provided in a general administrative office.
- Institutional support is provided through appropriate public service regulations and departmental guidelines.
- Salary, allowances and vacation leave are in accordance with the terms and conditions stipulated by Government in the Estimates/Collective Agreement and/or policy documents.

EVALUATION METHODS

- Timely completion of reports and meeting of task deadlines.
- Punctual and consistent attendance to duties.
- Number of problems investigated and relevance of prescriptions.
- Compliance with Office guidelines and standard operating procedures.
- Effective implementation of duties, responsibilities and assignments as defined in the job description.
- Demonstrated supervisory capabilities and interpersonal skills.
- Compliance with and responsiveness to supervision.

Performance evaluation will be conducted in accordance with established practice.

SKILLS, KNOWLEDGE, AND ABILITIES

- In-depth knowledge of corporate and intellectual property law.
- Familiarity with relevant regional and international IP agreements.
- Proven leadership and team management abilities.
- Excellent verbal, written, and presentation skills.
- Strong problem-solving and policy development capabilities.
- Ability to interpret and apply legal statutes and procedural rules.

- Proficiency in using digital tools to enhance service delivery.
- Strong interpersonal skills and ability to engage effectively with stakeholders.

QUALIFICATIONS AND EXPERIENCE

Applicants must:

- a) Hold a Master's Degree in Law majoring in Intellectual Property Law or Corporate Law and Legal Education Certificate or equivalent recognized qualification to practice law in Grenada plus a minimum of three (3) years' professional legal experience in a Commonwealth Jurisdiction; OR
- b) A Bachelor's Degree in Law and Legal Education Certificate or equivalent recognized qualification to practice law in Grenada plus a minimum of five (5) years' professional legal experience in a Commonwealth Jurisdiction.

APPLICATION PROCEDURE

- Applications should include:
- A cover letter
- Two written references
- Certified copies of academic and professional qualifications

Submit applications via email to:

Office of the Attorney General
Ministry of Legal Affairs, Labour & Consumer Affairs
1st Floor, Old NIS Building
Melville Street
St. George
GRENADA

Email: registry@legal.gov.gd

Deadline for submission: *April 30th, 2025.*

Only the candidates with the best qualifications and experience will be shortlisted for interview.

VACANCY NOTICE

GOVERNMENT OF GRENADA

OFFICE OF THE ATTORNEY GENERAL

MINISTRY OF LEGAL AFFAIRS, LABOUR & CONSUMER AFFAIRS

Applications are invited from suitably qualified individuals for the position of Crown Counsel within the Office of the Attorney General, Ministry of Legal Affairs, Labour and Consumer Affairs, St. George's, Grenada.

JOB TITLE: Crown Counsel

REPORTS TO: Solicitor General

CLASSIFICATION: Grade J

RELATIONSHIP AND RESPONSIBILITIES

1. Provision of professional efficient and ethical legal services to the Government of Grenada in matters related but not limited to the conduct of Civil Legislation, provision of legal advice, drafting and vetting of contracts and other agreements.
2. Works under the direction of and reports to the Solicitor General.
3. Required to respond whenever necessary to the Attorney General, Permanent Secretary and Solicitor General, on matters related to work.

DUTIES AND RESPONSIBILITIES

1. Drafts pleadings, briefs, and submissions for court on matters referred by the Solicitor General
2. Renders legal opinions to Government Ministries, Departments, and Agencies as assigned by the Attorney General or Solicitor General
3. Attends meetings at Government Ministries, Departments, statutory bodies, and other agencies as directed by the Attorney General on matters of government concern.
4. Participates in meetings related to the functions of the Litigation Unit of the Attorney General's Chambers
5. Represents the Attorney General in contentious and non-contentious matters, including court appearances as assigned by the Attorney General or Solicitor General, appearing alone or in association with the Solicitor General or other Crown Counsel.
6. Engages in legal research and writing as directed by the Attorney General or Solicitor General or as required to complete assigned tasks.
7. Prepares regular reports on work in progress.
8. Performs any other duties related to the role as required.

CONDITIONS

- Functions in scheduled travelling post and receives basic travelling allowance in accordance with established rates.
- Required to maintain a motor vehicle for the performance of duties.
- Accommodation provided in a general administrative office.
- Institutional support is provided through appropriate public service regulations and departmental guidelines.

- Salary, allowances, and vacation leave are in accordance with the terms and conditions stipulated by Government in the Estimates/Collective Agreement and/or policy documents.

EVALUATION METHODS

- Timely completion of reports and meeting of task deadlines.
- Punctual and consistent attendance to duties.
- Number of problems investigated and relevance of prescriptions.
- Compliance with Chamber guidelines and standard operating procedures.
- Effective implementation of duties, responsibilities and assignments as defined in the job description.
- Compliance with and responsiveness to supervision.
- Ability to work as a member of a team.

Performance evaluation will be conducted in accordance with established practice.

SKILLS, KNOWLEDGE, AND ABILITIES

- A sound working knowledge of Public and Constitutional Law.
- The ability to interpret legislation, Civil Service Rules and Regulations, Operating Procedures, Staff Orders, and Collective Bargaining Agreements.
- Familiarity with the Civil Procedure Rules and Civil Procedure Act, Cap. 55 of the Revised Laws of Grenada.
- Sound knowledge of legal principles, practices and proceedings.
- Strong oral and written communication skills.
- Solid advocacy skills.
- Dedication to litigation work and a willingness to learn.

QUALIFICATIONS AND EXPERIENCE

Applicants must:

1. Be eligible to be admitted to practice as an Attorney-at-law in Grenada.
2. Hold a Bachelor of Laws Degree.
3. Possess a Legal Education Certificate (LEC) or equivalent.
4. Have at least three (3) years of legal practice experience at a recognized law firm and/or within the public service of a Commonwealth country.

APPLICATION PROCEDURE

Applications should include:

- A cover letter
- Two written references
- Certified copies of academic and professional qualifications

Submit applications via email to:

Office of the Attorney General
Ministry of Legal Affairs, Labour &
Consumer Affairs
1st Floor, Old NIS Building
Melville Street
St. George
GRENADA

Email: **registry@legal.gov.gd**

Deadline for submission: *April 30th, 2025.*

Only the candidates with the best qualifications and experience will be shortlisted for interview.

VACANCY NOTICE

GOVERNMENT OF GRENADA

OFFICE OF THE ATTORNEY GENERAL

**MINISTRY OF LEGAL AFFAIRS, LABOUR &
CONSUMER AFFAIRS**

Applications are invited from suitably qualified individuals for the position of Legal Drafter within the Office of the Attorney General, Ministry of Legal Affairs, Labour and Consumer Affairs, St. George's, Grenada.

JOB TITLE: Legal Drafter I

REPORTS TO: Chief Parliamentary Counsel

CLASSIFICATION: Grade K

RELATIONSHIP AND RESPONSIBILITIES

1. Provision of professional efficient and ethical legislative drafting services to the Government of Grenada.
2. Works under the direction of and reports to the Chief Parliamentary Counsel.
3. Required to respond whenever necessary to the Attorney General and Permanent Secretary on matters related to work.

SUMMARY OF DUTIES AND RESPONSIBILITIES

1. Drafts complex Bills and Statutory Instruments.

2. Vets Bills and Statutory Instruments prepared by the Legislative Drafters in the Legislative Drafting Unit.
3. Interprets legislation.
4. Participates in the revision of the legislation in Grenada and makes recommendations for change.
5. Attends sitting of the Houses of Parliament and advises the Attorney General on matters related to the Bills before the House.
6. Attends meetings with Government Ministries, Departments, Statutory Bodies, and other relevant agencies on matters related to the drafting of new laws and amendments to existing laws.
7. Provides sound legal advice to all Government Ministries and Departments.
8. Represents the Attorney General's Chambers on various statutory boards.
9. Supervises Legislative Drafters in the Legislative Drafting Unit.
10. Prepares regular reports on work in progress.
11. Performs any other duties related to the role as required.

CONDITIONS

- Functions in scheduled travelling post and receives basic travelling allowance in accordance with established rates.
- Required to maintain a motor vehicle for the performance of duties.
- Accommodation provided in a general administrative office.
- Institutional support is provided through appropriate public service regulations and departmental guidelines.
- Salary, allowances, and vacation leave are in accordance with the terms and conditions stipulated by Government in the Estimates/Collective Agreement and/or policy documents.

EVALUATION METHODS

- Timely completion of reports and meeting of task deadlines.
- Demonstrated supervisory capabilities and interpersonal skills.
- Punctual and consistent attendance to duties.
- Number of problems investigated and relevance of prescriptions.

- Compliance with Chamber guidelines and standard operating procedures.
- Effective implementation of duties, responsibilities and assignments as defined in the job description.
- Compliance with and responsiveness to supervision.
- Ability to work as a member of a team.

Performance evaluation will be conducted in accordance with established practice.

SKILLS, KNOWLEDGE, AND ABILITIES

- A strong working knowledge of the laws/statutes of Grenada.
- Considerable knowledge of and the ability to interpret legislation, Civil Service Rules and Regulations, Staff Orders, and Collective Bargaining Agreements.
- Extensive knowledge of Legislative Drafting principles and practices.
- Working knowledge of different systems of law, types of legislation, sources of law and their relationship to one another.
- Working knowledge of the methods and machinery of Government.
- Excellent oral and written communication skills.
- Ability to work independently under pressure and manage competing demands effectively.
- Ability to analyze issues, make interpretations and sound recommendations.
- Strong interpersonal skills and the ability to maintain effective working relationships with legal professionals and the public.

QUALIFICATIONS AND EXPERIENCE

Qualifications and skills must include the following:

1. A Bachelor of Laws Degree;
2. A Legal Education Certificate or equivalent qualification to practice law in Grenada;
3. A Master of Laws Degree in Legislative Drafting;
4. At least seven (7) years' Legislative Drafting experience with supervisory responsibilities.

APPLICATION PROCEDURE

Applications must include:

- A cover letter
- Two written references
- Certified copies of academic and professional qualifications

Submit applications via email to:

Office of the Attorney General
Ministry of Legal Affairs, Labour &
Consumer Affairs
1st Floor, Old NIS Building
Melville Street
St. George
GRENADA

Email: **registry@legal.gov.gd**

Deadline for submission: *April 30th, 2025.*

Only the candidates with the best qualifications and experience will be shortlisted for interview.

VACANCY NOTICE

GOVERNMENT OF GRENADA

OFFICE OF THE ATTORNEY GENERAL

MINISTRY OF LEGAL AFFAIRS, LABOUR & CONSUMER AFFAIRS

Applications are invited from suitably qualified individuals for the position of Senior Crown Counsel within the Office of the Attorney General, Ministry of Legal Affairs, Labour and Consumer Affairs, St. George's, Grenada.

JOB TITLE: Senior Crown Counsel

REPORTS TO: Solicitor General

CLASSIFICATION: Grade K

RELATIONSHIP AND RESPONSIBILITIES

1. Provision of professional efficient and ethical legal services to the Government of Grenada in matters related but not limited to the conduct of Civil Legislation, provision of legal advice, drafting and vetting of contracts and other agreements.
2. Works under the direction of and reports to the Solicitor General.
3. Required to respond whenever necessary to the Attorney General and Permanent Secretary, on matters related to work.

DUTIES AND TASKS

1. Prepares, presents and represents the Government of Grenada in all civil matters in the High Court and Court of Appeal and provides guidance and assistance to the Crown Counsel in the conduct and progress of matters.
2. Functions as a legal representative of the Government locally, regionally and internationally in matters involving constitutional and other civil issues.
3. Prepares all legal documents for filing in civil matters.

4. Provides sound legal advice to all Government Ministries and Departments to ensure that the interest of the Government is safeguarded.
5. Engages in legal research and writing as directed by the Attorney General or Solicitor General or as required to complete assigned tasks.
6. Appears in appeals in disciplinary matters before the Public Service Appeal Board and the Income Tax Appeals Tribunal.
7. Drafts and vets Deeds and Agreements, Memoranda of Understanding, Contracts, Notarial documents to which Government is a party.
8. Reviews deeds submitted for the signature of Her Excellency the Governor General.
9. Reviews and vets documents related to Marriage Licences, citizenship applications, Aliens' Licences, and any other related matter.
10. Vets loan agreements with foreign governments or agencies.
11. Advises the Attorney General on applications by Non-Profit Companies.
12. Advises the Attorney General on applications for admission to the Bar by non-citizens.
13. Represents the Office of the Attorney General on various statutory bodies and boards.
14. Represents the Government of Grenada at workshops, conferences and other meetings locally and overseas.
15. Liaises with other Senior Crown Counsels ensuring familiarity with all major litigation involving Chambers.
16. Acts as Tutor Ad Hoc in applications for adoption of infants.
17. Prepares and represents the State in the adjudication of matters, mediation, negotiation, and in particular Boards of Assessment.
18. Prepares regular reports on work in progress.
19. Performs any other duties related to the role as required.

CONDITIONS

- Functions in scheduled travelling post and receives basic travelling allowance in accordance with established rates.
- Required to maintain a motor vehicle for the performance of duties.
- Accommodation provided in a general administrative office.

- Institutional support is provided through appropriate public service regulations and departmental guidelines.
- Salary, allowances and vacation leave are in accordance with the terms and conditions stipulated by Government in the Estimates/Collective Agreement and/or policy documents.

EVALUATION METHODS

- Timely completion of reports and meeting of task deadlines.
- Punctual and consistent attendance to duties.
- Number of problems investigated and relevance of prescriptions.
- Compliance with Chamber guidelines and standard operating procedures.
- Effective implementation of duties, responsibilities and assignments as defined in the job description.
- Demonstrated supervisory capabilities and interpersonal skills.
- Compliance with and responsiveness to supervision.

Performance evaluation will be conducted in accordance with established practice.

SKILLS, KNOWLEDGE, AND ABILITIES

- Sound working knowledge of Public, Administrative, Constitutional, and Commercial Law.
- A working knowledge of and ability to interpret legislation, Civil Service Rules, Regulations, Staff Orders, and Collective Agreements.
- Familiarity with government procedures, proceedings, and practices.
- Excellent oral and written communication skills.
- Ability to work independently under pressure and manage competing demands effectively.
- Extensive knowledge of legal principles, practices and proceedings.
- Ability to establish and maintain effective working relationships with the legal profession and the public.
- Ability to analyze issues, make interpretations and sound recommendations.
- Proven ability to solve legal problems in a methodical and practical way.

QUALIFICATIONS AND EXPERIENCE

Applicants must:

1. Be eligible for admission to practice law in Grenada.
2. Hold a Bachelor of Laws Degree and a Legal Education Certificate plus a minimum of seven (7) years legal experience OR
3. Hold a Master of Laws Degree or Postgraduate Certification in a relevant area of law plus five (5) years legal experience.
4. Possess strong advocacy, legal research, and drafting skills.

APPLICATION PROCEDURE

Applications should include:

- A cover letter

- Two written references
- Certified copies of academic and professional qualifications

Submit applications via email to:

Office of the Attorney General
Ministry of Legal Affairs, Labour &
Consumer Affairs
1st Floor, Old NIS Building
Melville Street
St. George
GRENADA

Email: **registry@legal.gov.gd**Deadline for submission: *April 30th, 2025.*

Only the candidates with the best qualifications and experience will be shortlisted for interview.

PUBLICATIONS AVAILABLE
at Government Printery, Stationery Division

ITEM	PRICE
CARICOM Common External Tariff (SRO 13 of 2014)	\$240.00
Grenada Constitution	\$20.00
Report of the Constitution Review Commission 2006	\$30.00
Truth and Reconciliation Commission Report 2006	\$75.00
Report of the Cheltenham Commission of Inquiry 2007	\$25.00
Transcripts of Cheltenham Commission of Inquiry 2007	\$75.00
Report of the Grenada Elections 2008	\$30.00
National Population and Housing Census Report 2011	\$25.00
Elections Report 2018	\$25.00
Estimates of Revenue and Expenditure 2010 – 2022	\$100.00
Budget Statement, 2000 – 2021	\$10.00
Companies Act, 2013	\$175.00
Laws of Grenada, 2016 (Parts I, II & III)	\$550.00
Laws of Grenada, 2017 (Parts I & II)	\$300.00
Value Added Tax Act, 2009 with Regulations (Compendium)	\$150.00
Income Tax Act, 1994 with amendments (Compendium)	\$75.00
Labour Code (Employment Act, 1999/Labour Relations Act 1999)	\$50.00
Abstract of Statistics 2006	\$25.00
Vital Statistics, 2007 – 2008; 2009 – 2012	\$10.00
Throne Speech 2007, 2008, 2009, 2012, 2016, 2018	\$5.00
OECS Building Code	\$150.00

Payment for publications can be made at Treasury Sub-Office, located at the Government Printery, Botanical Gardens. Cheques should be made payable to “Government of Grenada”.

GRENADA CO-OPERATIVE NUTMEG ASSOCIATION

NOTICE

In accordance with Sections 25 and 27 of the Nutmeg Industry Ordinance, NOTICE is given that the Bi-annual Statutory General Meeting of the above Association will be held *on Thursday, 29th May, 2025*, at the GCNA Beaulieu Complex, Beaulieu, St. George's *commencing at 9:00 a.m.*, and accordingly, Area Meetings will be held on the following dates, at the places indicated, for the purpose of discussing the under mentioned Agenda and electing Delegates from each Parish to attend the General meeting:—

Area	Date 2025	Places	Time
St. Andrew	Tuesday 6th May	Grenville Curing Station	3:00 p.m.
St. David	Wednesday 7th May	Belle Vue Community Centre	3:00 p.m.
St. Patrick	Thursday 8th May	Marli Receiving Station	3:00 p.m.
St. Mark	Tuesday 13th May	Victoria Receiving Station	3:00 p.m.
St. John	Wednesday 14th May	Gouyave Receiving Station	3:00 p.m.
St. George	Thursday 15th May	Beaulieu Nutmeg Museum	3:00 p.m.

AGENDA for the General Meeting of the Grenada Co-operative Nutmeg Association, to be held at the GCNA Beaulieu Complex, Beaulieu, St. George's, *on Thursday, 29th May, 2025, commencing at 9:00 a.m.*:

1. Adoption of the Agenda
2. Minutes of the previous General Meeting
3. Questions arising out of the Minutes
4. Report of the Nutmeg Board
5. Un-Audited Financial Statement for the period ended December 31st, 2024.
6. Election of six (6) members to serve on the Nutmeg Board for the Ensuing Nutmeg Year
7. General Business



All Growers are asked to note that they are required to attend the meeting in their Parish and to carry with them their Nutmeg Producer's Identification Card for presentation, to verify their membership in the Association. Growers are again reminded that they are registered as members *in the Parish where their lands are situated.*

RODERICK ST. CLAIR
General Manager.

St. George.

11th April, 2025.

NOTICE
THE MOTOR VEHICLES AND ROAD TRAFFIC
REGULATIONS

**INSPECTION OF MOTOR VEHICLES FOR
THE YEAR 2025**

REGULATION 22 OF THE MOTOR VEHICLES
AND ROAD TRAFFIC REGULATIONS CAP. 201
OF THE REVISED LAWS OF GRENADA 2010

OWNERS of Public Service Vehicles (including Motor Omni-buses and hiring cars) Goods Vehicles, Trailers, Private Motor Cycles and Cars, are hereby notified that the yearly inspection of these vehicles will commence as follows:—

INSPECTION PERIOD JANUARY 2ND TO JUNE
30TH 2025 9:00 A.M. – 12:00 NOON AND
1:00 P.M. – 4:00 P.M.

Registration Numbers With Single Registration Letter

1 to 2500 — 2nd January to 15th February
2501 to 5000 — 16th February to 31st March
5001 to 7500 — 1st April to 15th May
7501 to 9999 — 16th May to 30th June

Registration Numbers with Plural Registration Letters

1 to 250 — 2nd January to 15th February
251 to 500 — 16th February to 31st March
501 to 750 — 1st April to 15th May
751 to 999 — 16th May to 30th June

PUBLIC SERVICE AND PRIVATE VEHICLES

**Police Garage, Dusty Highway Grand Anse,
St. George's**

Monday to Friday of each week

Grenville, at Pearls Air Strip

Monday, Tuesday and Wednesday of each week

St. David's Police Station

Every Thursday and Friday of each week

Sauteurs Police Station

Every Thursday and Friday of each week

Gouyave Police Station

Every Monday and Tuesday of each week

Victoria Police Station

Every Wednesday of each week

Carriacou Police Station

The last Thursday and Friday of every month, and at the end of every period.

Registered owners of such vehicles should present them to the Inspector of Motor Vehicles at any of the various Inspection Centres. For Public Services, Goods Vehicles & Trailers, inspection should be done early with a view to affecting any alterations

that may be necessary to comply with the provisions of the Motor Vehicles and Road Traffic Act, and of the Regulations made there-under.

Vehicles must be presented in a thoroughly clean condition, and must have been recently overhauled. The body and wings, axle, chassis, frame, steering arms, springs, trackrods, brake connections, shackles, bolts, nuts, splitpins, engine, engine shield and case, clutch, gearbox, magneto or coil, air filter, carburetor and all working parts must be clean in order to have an examination in full. All splitpins, etc., must be clearly exposed, also chassis and engine numbers. Drivers' seats must be securely fastened so that the driver can have proper control over the vehicle. Spot lights, siren and musical horns and whistles are strictly prohibited. Each vehicle Trailer must have its tare and maximum gross weight painted in white figures not less than 2½ inches in height upon a black background in a conspicuous place on the right or offside of the vehicles.

The licence plates and Identification marks on all vehicles must conform to provisions of S.R. & O. No. 41 Section 4 of the Motor Vehicles and Road Traffic (Amendment) Regulations 1991 and be in such a condition as to render each letter or figure readily distinguishable. The colour of plates must be YELLOW background, letters and numbers should be black. The attention of owners of Motor Omnibuses and Goods Vehicles is specially directed to Regulation 23 (11) (a) regarding the position of front lamps. SPOT LIGHTS, FOG AND FALSE LAMPS WILL NOT BE ALLOWED except with a written approval of the Licensing Authority.

The attention of owners of Hiring cars and Motor Omnibuses is directed to Regulation 50 (2) of the Motor Vehicles and Road Traffic Regulations Chapter 201 of Volume IX of the Revised Laws of Grenada which required that printed copies of the tariffs and maximum fares be displayed on such vehicles. These are now available and may be purchased at the Treasury, St. George's, and at any District Revenue Office.

Vehicles which may have been found by the Inspector to have defects must not be used on the roads until they have been issued with certificates, certifying that the vehicles have been duly licenced.

N.B. Owners of Motor Vehicles are reminded of Section 11 (9) of the Road Traffic Act, which states that no Motor Vehicle shall be used for more than one (1) month after the change of ownership unless the new owner is registered as the owner thereof.

N.B.: THE MOTOR VEHICLE LICENCE SHALL BE AFFIXED TO THE LOWER END OF THE LEFT SIDE OF THE WINDSCREEN FOR BOTH LEFT & RIGHT HAND DRIVE VEHICLES.

RANDY CONNAUGHT
Commissioner of Police (Ag.).

CONSUMER PRICE INDEX (JAN 2010 = 100)

JANUARY 2025

The CPI is compiled at two levels. The first level uses an equally-weighted geometric mean (Jevons) index in which the price relative is derived as a geometric average of 198 items, containing 1102 varieties obtained from 193 outlets.

$$\text{Item}'_j = \text{Item}_j^{t-1} \times \prod_{i=1}^N \left(\frac{p_i^t}{p_i^{t-1}} \right)^{1/N}$$

In the second level, the weights are applied to derive the weighted geometric aggregate (Cobb-Douglas) index. The weights represent the pattern of consumers' expenditure for Grenada, derived from the Household Income and Expenditure Survey conducted over the period October 2007 – February 2008.

$$CPI_{Jan\ 2010 \rightarrow t} = \prod_{j=1}^M \left(\text{Item}'_j \right)^{w_j^{2008}}$$

Description	WEIGHTS						% Change		
		Jan 2025	Jan 2024	Jan 2023	Dec 2024		Jan 2025/ Jan 2024	Jan 2024/ Jan 2023	Jan 2025/ Dec 2024
ALL ITEMS	100.00	120.20	119.09	117.81	120.18		0.93	1.08	0.02
FOOD AND NON-ALCOHOLIC BEVERAGES	20.35	139.02	132.44	122.20	138.74		1.80	4.96	0.24
ALCOHOL BEVERAGES, TOBACCO AND NARCOTICS	1.83	140.69	128.74	126.20	140.22		1.30	9.28	0.23
CLOTHING AND FOOTWEAR	3.66	106.25	104.67	103.91	106.25		0.31	1.51	0.00
HOUSING, WATER, ELECTRICITY, GAS AND OTHER FUELS	29.05	109.57	110.10	104.44	109.84		0.19	-0.48	0.86
FURNISHING, HOUSEHOLD EQUIPMENT AND ROUTINE HOUSEHOLD MAINTENANCE	4.5	115.38	114.48	111.80	115.38		7.86	0.79	-0.01
HEALTH	1.94	157.48	151.97	146.48	155.80		1.04	3.62	0.22
TRANSPORT	18.72	109.18	111.47	110.67	109.56		0.88	-2.05	-0.79
COMMUNICATION	10.03	124.55	124.35	124.35	124.55		0.04	0.16	0.00
RECREATION AND CULTURE	2.71	114.83	113.37	112.96	114.83		0.04	1.29	0.00
EDUCATION	0.83	156.70	153.98	151.29	156.70		1.26	1.77	0.00
RESTAURANTS AND HOTELS	1.81	133.21	129.24	110.63	133.21		3.29	3.07	0.00
MISCELLANEOUS GOODS AND SERVICES	4.59	115.20	110.74	108.75	115.26		-2.59	4.03	-3.02

The above table shows the Consumer Price Index for the months of January 2025, December 2024, and the corresponding months of the last two years: January 2024 and January 2023, for comparison. The overall index moved from 120.18 index points in December 2024 to 120.20 index points in January 2025 representing an increase of 0.02%. An examination of the various groups shows the following:

Price increases were recorded in the groupings as follow: **"Food and Non-Alcoholic Beverages" (0.24%)**, **"Alcohol Beverages and Tobacco" (0.23%)**, **"Housing, Water, Electricity, Gas and Other Fuels" (0.86%)**, and **"Health" (0.22%)**, resulting from price increases of the following items: Rice (2.90%), Bread (0.13%), Pasta Products (0.11%), Beef (0.17%), Pork (0.47%), Fresh Fish (0.33%), Eggs (0.60%), Margarine (0.66%), Fresh Fruits (5.46%), Frozen Vegetables (0.31%), Jams (0.67%), Coffee, Tea and Cocoa Products (0.32%), Mineral Water (3.41%), Fruit Juices (0.77%), Rums (0.27%), Beer (0.29%), Cigarettes (0.36%), Materials for the Repair of Dwelling (0.03%), Electricity (3.76%), and the One Hundred Pound Cylinder of Cooking Gas (2.11%), and Pharmaceutical Products (0.47%).

Despite the overall increase in the index, the groupings **"Furnishing, Household Equipment and Routine Household Maintenance" (0.03%)**, **"Transport" (0.88%)** and **"Miscellaneous Goods and Services" (3.02%)** recorded a decrease of 0.01%, 0.79% and 3.02% respectively due to a drop in the price of: Non-durable Household Goods (0.03%), Motor Vehicle Fuel (4.46%), and Personal Care Products (7.02%). The other groupings remained relatively constant.

When compared to the corresponding month of last year, January 2024, the index moved from 119.09 index points to 120.20 index points in January 2025, recording an increase of 0.93%. This rise is attributed to increases in the following groupings: **"Food and Non-Alcoholic Beverages" (1.80%)**, **"Alcohol Beverages and Tobacco" (1.30%)**, **"Clothing and Footwear" (0.31%)**, **"Housing, Water, Electricity, Gas and Other Fuels" (0.19%)**, **"Furnishing, Household Equipment and Routine Household Maintenance" (7.86%)**, **"Health" (1.04%)**, **"Transport" (0.88%)**, **"Communication" (0.04%)**, **"Recreation and Culture" (0.04%)**, **"Education" (1.26%)**, and **"Restaurant and Hotels" (3.29%)**. These increases resulted from a rise in the following items: Rice (7.56%), Cereals and Other Products (0.74%), Other Bakery Products (0.33%), Pasta Products (0.95%), Beef (3.89%), Pork (2.35%), Mutton (7.56%), Poultry (2.10%), Deli Meats (1.51%), Milk (0.83%), Cheese (0.86%), Eggs (1.14%), Butter (0.66%), Margarine (3.49%), Fresh Fruits (15.96%), Preserved Fruits (0.79%), Fresh Vegetables (3.01%), Potatoes (9.61%), Frozen Vegetables (2.50%), Sugar (0.25%), Jams and Honey (1.90%), Coffee, Tea and Cocoa Products (1.26%), Water (3.31%), Soft Drinks (1.61%), Fruit Juices (3.22%), Rum (2.44%), Wine (1.86%), Beer (0.54%), Cigarettes (0.78%), Men's Footwear (5.46%), Women's Footwear (3.87%), Services for the Maintenance and Repair of Dwelling (20.16%), Bedroom Furniture (1.29%), Major Household Appliance (1.85%), Glassware (0.34%), Major Tools (1.32%), Small Tools (5.58%), Non-durable Household Goods (0.59%), Domestic Services (65.52%), Pharmaceutical Products (0.57%), Other Medical Products (10.68%), Transportation Services (3.94%), Passenger Transport Services by Air (10.07%), Telephone Services (0.04%), Books (0.26%), Pre-Primary and Primary Education (4.03%), and Restaurant Services (3.29%).

On the other hand, **"Miscellaneous Goods and Services" (2.59%)** declined by (2.59%), due to price decrease of Personal Care Products (6.65%).

Consequently, the inflation rate for January 2025 is 0.93% compared to a rate of 1.08% in January 2024.



Kenita Paul
Director of Statistics (Ag.).

GRENADA

PRINTED BY THE GOVERNMENT PRINTER, AT THE GOVERNMENT PRINTING OFFICE,
ST. GEORGE'S
2025.