

INDUSTRIAL TRIBUNAL

**COURT #2 FREEPORT INSURANCE CENTER, 21B WEST MALL & POINCIANA
DRIVE, FREEPORT, GRAND BAHAMA, COMMONWEALTH OF THE BAHAMAS**

Before

MRS. HELEN J. ALMORALES-JONES (VICE-PRESIDENT)

(SITTING ALONE)

LATOYA THURSTON

APPLICANT

TOTAL EDUCATIONAL CENTER CO. LTD.

RESPONDENT

ORDER ON DIRECTIONS

APPEARANCES

For the Applicant

Pro se
Freeport, Grand Bahama
The Bahamas

For the Respondent

Counsel, Ms. Pleasant M.M. Bridgewater
Bridgewater & Co.
Freeport, Grand Bahama
The Bahamas

WHEREAS:

- 1) On the 12th April, 2023, **Latoya Thurston** ("the Applicant") filed a **Report of a Trade Dispute** against **Total Education Center Co. Ltd.** ("the Respondent") with The Department of Labour in Grand Bahama, The Bahamas, which stated, inter alia, that the issues relevant to the dispute were *Unfair Dismissal, Wrongful Dismissal, Severance pay, Notice pay, Vacation pay, Constructive Unfair Dismissal* and *Constructive Wrongful Dismissal*;
- 2) By a **Certificate of Referral** dated the 17th May, 2023 (received on the 8th September, 2023), the Honourable Minister of Labour & Immigration referred the said trade dispute to the Industrial Tribunal, Northern Region, ("the Tribunal");
- 3) In accordance with **Rule 3(1)** of **The Industrial Relations (Tribunal Procedure) Rules, 2010** ("The Rules"), on the 8th September, 2023, the Tribunal served the **Applicant** with notice of the referral;
- 4) The Applicant filed a **Form A** (Originating Application) on the 21st September, 2023;
- 5) On the 22nd September, 2023, the Tribunal served a copy of the **Form A** (Originating Application), a **Form C** (Notice of Originating Application) and a blank **Form D** (Notice of Appearance) on the **Respondent's place of business** (received by *Agnes Roker*);
- 6) The **Respondent** filed a **Form D** (Notice of Appearance) on the 29th September, 2023 and a **Form E** (Defence) on the 13th October, 2023;
- 7) Pursuant to **Rule 15** of **The Rules**, the Tribunal today conducted a **Case Management** hearing in this matter;
- 8) Pursuant to **Section 59(1)(b)(ii)** of **The Industrial Relations Act** ("The **I.R.A.**") and **Rule 16(1)** and **(2)** of **The Rules**, and with no objections by the parties, the Tribunal, of its own motion joined **Total Educational Center Co. Ltd.** as a party (the Respondent) and dismissed **Total Education Center Co. Ltd.** from the proceedings;
- 9) The **Applicant** advised that she signed a written contract with the Respondent, but was not given a copy of it;
- 10) The **Respondent's Counsel** said she would have to confirm the same with the Respondent;

- 11) **Both parties** agreed that the Respondent did not have an Employee Handbook;
- 12) The **Tribunal** directed that within 14 days from today, the Respondent provide the Tribunal with a copy of any contract the parties had signed;
- 13) The **Tribunal** ascertained that the following legal issues had to be determined at the trial, namely:-
- *Whether or not the Applicant had worked for the Respondent pursuant to a contract of employment? If yes:-*
 - *How much Vacation pay the Respondent owed the Applicant?;*
 - *Whether or not the Respondent had dismissed the Applicant?
[Which party terminated the contract? – the Applicant by abandoning the job or the Respondent by failing to schedule the Applicant to work?]; and*
 - *Whether or not the Respondent had just cause to summarily dismiss the Applicant for Gross Misconduct (Did it meet its statutory burden under Section 33 of The Employment Act, 2001)?; and*
 - *Whether or not the Respondent had unfairly dismissed the Applicant?;*
- 14) The **Tribunal** assessed the Applicant's claims for:-
- Vacation pay at \$ 1,014.60;
 - Wrongful Dismissal at \$ 1,584.60; and
 - Unfair Dismissal at \$ 855.00;
- 15) The **Tribunal** remitted this dispute to the parties for further consideration, with a view to settling it out of Court, pursuant to **Section 58(1)(a)** of **I.R.A.**;
- 16) The **Applicant** advised that she alone will testify on her behalf;
- 17) The **Respondent's Counsel** advised that the Respondent will call 2 witnesses;
- 18) The **Tribunal** elected to:-
- receive the witnesses' testimony *viva voce*; and
 - have the parties tender any documents through their witnesses, in lieu of filing a List of Documents and Bundle of Documents;
- 19) The **Tribunal** directed that the parties produce the original (if available) and 3 copies of all documents upon which they will be relying at the trial;
- 20) The **Tribunal** estimated that the trial may last 1 day; and

21) **Rule 3 of The Rules** requires that the parties file any **Brief/Skeleton Arguments** or **Written Representations** at least 7 days before the trial date;

IT IS HEREBY ORDERED as follows:-

1. This matter is adjourned 10:00 a.m. on Tuesday, 23rd January, 2024, for trial;
2. By Friday, 10th November, 2023, the **Respondent** provide the Tribunal with a copy of any contract the parties had signed;
3. **Both parties** file any **Brief/Skeleton Arguments** or **Written Representations**, by Tuesday, 16th January, 2024, at the same time, serve a copy on other party; and
4. The Tribunal serve this **Order On Directions** and a **Form J** (Notice of Hearing) for trial on both parties.

DATED: This 27th day of October, A.D., 2023.

**Her Honor, Helen J. Almoraes-Jones,
Vice-President**