

**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)**

---

**DEBBIE TUCKER**

**APPLICANT**

**UNIVERSAL SYSTEMS & SECURITY SERVICES LTD.**

**RESPONDENT**

---

**ORDER OF DISMISSAL**

---

**APPEARANCES**

For the Applicant

Pro se  
Freeport, Grand Bahama

For the Respondent

No appearance

**WHEREAS:**

- 1) On the 15<sup>th</sup> August, 2023, **Debbie Tucker** ("the Applicant") filed a **Report of a Trade Dispute** against **Universal Systems Security Services** with The Department of Labour in Grand Bahama, The Bahamas, which stated, inter alia, that the issue relevant to the dispute was *Wages owed; her last paycheck should have been \$ 327.86 plus \$ 150.00 for her uniform payment;*
- 2) By a **Certificate of Referral** dated the 11<sup>th</sup> September, 2023 (received on the 6<sup>th</sup> November, 2023), the Honourable Minister of Labour & The Public Service referred the trade dispute between the Applicant and **Universal Systems & Security Services Ltd.** ("the Respondent") 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 7<sup>th</sup> November, 2023, the Tribunal served the **Applicant** with notice of the referral;
- 4) On the 8<sup>th</sup> November, 2023, the Applicant filed a **Form A** (Originating Application), which stated, inter alia, that:-
  11. The **grounds for her application** was that:- she was a Security Officer stationed at The Rand (Memorial Hospital); she quit; the Respondent refused to give her her week's pay and her uniform document; they paid her \$ 367 and have a balance of \$ 111 for her;
- 5) On the 9<sup>th</sup> November, 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;
- 6) The **Respondent** failed to file a **Form D** (Notice of Appearance) within the 7 days limited for so doing by **Rule 5(1) of The Rules;**
- 7) On the 21<sup>st</sup> November, 2023, the Respondent filed a **Form D** (Notice of Appearance), which did not indicate whether or not it intended to resist the application and stated that:-
  2. Its name was **Latina Rolle/Universal Security Co. Ltd.;** and
  3. The name of its Representative was **Caroline Thompson;**
- 8) The **Respondent** failed to file a **Form E** (Defence) within the 14 days limited for so doing by **Rule 6 of The Rules;**

- 9) On the 11<sup>th</sup> December, 2023, the Tribunal issued a **Form J** (Notice of Hearing) setting this matter for Case Management at 10:00 a.m. today (13<sup>th</sup> February, 2024) and served a copy of the same on the Applicant (on the 12<sup>th</sup> December, 2023) and the Respondent (on the 11<sup>th</sup> December, 2023);
- 10) Only the **Applicant** appeared at the Case Management hearing today, *pro se*;
- 11) The **Respondent** did not request an adjournment of the hearing;
- 12) The **Tribunal** gave the Respondent a grace period to appear and commenced the hearing at 10:20 a.m.;
- 13) The **Tribunal** conducted the hearing in the absence of the Respondent;
- 14) The **Applicant** produced a copy of the **Employment Agreement** ("the Agreement") that she signed with **Universal Security Co., Ltd.** on the 1<sup>st</sup> May, 2023;
- 15) The **Tribunal** advised the Applicant that:-

**Clauses 4. 5. & 6.** of the Agreement provided (reproduced below exactly as appears in the document):-

4. Uniforms

*The total cost of the uniforms is the sole responsibility of the employee. Should an employee be terminated or leaves the company they are required to return to the office of Universal Security Co., Ltd within 24 hours any and all property of Universal Security Co., Ltd. issued to them. Should a report be required the office must produce the same before final payment is issued.*

5. *I Debbie Tucker authorized my employer to deduct from my salary bi-weekly the amount due to cover the cost of my uniforms which does not include the patches and ID badge as they are sole ownership of Universal Security.*

6. *Universal Security Co., Ltd. will make all final payment to employee via check. Final payment will be made upon receipt of all property of Universal Security Co., Ltd. issued to you as a result of your employment, which includes but not limited to ID badge and company's crest; and*

She cannot claim a refund of the **\$ 150.00** the Respondent deducted from her salary to pay for her uniform because the Agreement did not contain any clause requiring the Respondent to refund her the money; and

16)The **Applicant** agreed that, in the circumstances, the Tribunal can dismiss her claim against the Respondent;

**IT IS HEREBY ORDERED THAT** this matter be dismissed pursuant to **Section 58(1)(d)** of **The Industrial Relations Act**, Chapter 321, as it appears that further proceedings are unnecessary or undesirable in the public interest.

**DATED: This 13<sup>th</sup> day of February, A.D., 2024.**

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