

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 (ACTING PRESIDENT)
(SITTING ALONE)**

LIONEL LEROY MORLEY

APPLICANT

**MINISTRY OF NATIONAL SECURITY
THE ATTORNEY GENERAL**

**FIRST RESPONDENT
SECOND RESPONDENT**

ORDER ON DIRECTIONS

APPEARANCES

For the Applicant

Pro se
Freeport, Grand Bahama
The Bahamas

For the First Respondent

Paul Jones, Esquire
In-House Counsel
Nassau, New Providence
The Bahamas

For the Second Respondent

Kirkland Mackey, Esquire &
Sr. Counsel Monique Meronard
Nassau, New Providence
The Bahamas

WHEREAS:

- 1) On the 14th June, 2023, **Lionel Leroy Morley** ("the Applicant") filed a **Report of a Trade Dispute** against **Ministry of National Security** ("the First Respondent") with The Department of Labour in Grand Bahama, The Bahamas, which stated, inter alia, that the issues relevant to the dispute were *Contrary to term of contract, employer allowed contract to expire without remuneration/compensation, which is 1 year notice payment;*
- 2) By a **Certificate of Referral** dated the 18th July, 2023 (received on the 28th July, 2023), the Honourable Minister of Labour & Immigration ("The Minister") 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 1st August, 2023, the Tribunal served the **Applicant** with notice of the referral;
- 4) The 14 days limited by the said Rule for the Applicant to file a **Form A** (Originating Application) expired on the 16th August, 2023;
- 5) The **Applicant** filed a **Form A** (Originating Application) on the 16th October, 2023, which stated, inter alia, that the grounds for the application were that:-

the Employer refused to give notice or to pay; the contract had no duration date; it was verbally agreed that because there was no time limit on COVID-19, the First Respondent would inform the Applicant verbally and in writing whether or not he would remain on the job; this never took place, therefore the contract rolled over into another year, and the Applicant wishes to be compensated for the breaches of the contract;
- 6) On the 17th October, 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 First Respondent (received by *Takeisha Johnson*);
- 7) The 7 days limited by **Rule 5(1) of The Rules** for the First Respondent to file a **Form D** (Notice of Appearance) expired on the 24th October, 2023;
- 8) The **First Respondent** filed a **Form D** (Notice of Appearance) on the 6th November, 2023, which indicated that the First Respondent intended to resist the application;
- 9) The 14 days limited by **Rule 6 of The Rules** for the First Respondent to file a **Form E** (Defence) expired on the 20th November, 2023;

10) The Tribunal today conducted a **Case Management hearing** in this matter;

11) Pursuant to **Section 59(1)(b)(ii)** of **The Industrial Relations Act** ("The **I.R.A.**"), **Cap. 321** and **Rule 16(1)** of **The Rules**, and with the consent of the parties, the Tribunal, of its own motion, joined **The Attorney General** as a party (the Second Respondent) to the proceedings;

12) With the consent of the Respondents, the Tribunal acceded to the **Form L** (Notice of Application for Extension of Time) filed by the Applicant on the 29th November, 2023, and granted him an extension of time to file a **Form A** (Originating Application);

13) With the consent of Applicant, the Tribunal acceded to the **Form L** (Notice of Application for Extension of Time) filed by the First Respondent on the 30th November, 2023, and granted the Respondents an extension of time to file a **Form D** (Notice of Appearance) and an extension of 7 days from today to file a **Form E** (Defence);

14) The **Respondents' Counsel** produced to the Tribunal a copy of:-

- an *Employment Agreement* made between the Permanent Secretary, Ministry of Public Service and National Insurance and the Applicant on the 19th March, 2021 (only signed by the Applicant and a Witness); and
- a letter dated the 21st October, 2022, addressed to the Applicant giving him notice that the Agreement will end on the 11th November, 2022;

15) The **Applicant** agreed that the subject Employment Agreement was the contract he had signed, but denied receiving the subject letter;

16) The **Respondents' Counsel** said:-

- he will get proof that the subject letter was given to the Applicant;
- the Respondents agree that the Applicant worked under a contract of employment and held a supervisory position;
- the Respondents maintain that the contract was a fixed term of 2 years and ended on the 11th November, 2022;
- the Applicant must prove that:- he continued to work for the First Respondent after the Agreement ended on the 11th November, 2022 and that the person he alleges told him to continue to work after the Agreement expired had the requisite legal authority to bind The Bahamas Government; and
- The Bahamas Government agreed to pay the Applicant 1 month's pay in lieu of notice and is still awaiting Cabinet approval for the payment;

17)The Tribunal directed that the **Applicant**:-

- produce his *National Insurance Board Detail Contribution History Report* to the **Tribunal**; and
- provide the **Respondents' Counsel** with the name of the *Human Resources Director* whom he alleges told him to continue to work after the parties' fixed term contract for 2 years ended on the 11th November, 2022;

18)The **Applicant** claimed that the Employment Agreement was extended by 1 year when the Human Resources Director told him to continue to work past the end of the Agreement and he did so until the 15th December, 2022, so he is owed the balance of 11 months pay for the unexpired term of the agreement;

19)The **Respondents' Counsel** claimed that if the Applicant did lawfully continue to work for the First Respondent after the Employment Agreement ended on the 11th November, 2022, then he is deemed to be working for the First Respondent on an oral month to month employment contract, determinable on 1 month's notice;

20)Both parties agreed to exchange the legal authorities supporting their legal positions as stated above by on or before the 31st January, 2024;

21)The **Tribunal** ascertained that the facts to be determined at the trial were:-

- *Whether the Human Resources Director authorized the Applicant to continue working as a COVID-19 Ambassador after his Employment Agreement expired on the 11th November, 2022;*
- *Whether she had the requisite legal authority to bind The Bahamas Government; and*
- *Whether the Applicant continued working as a COVID-19 Ambassador after the 11th November, 2022;*

22)The **Tribunal** ascertained that the legal issue to be determined at the trial is, *What is the legal effect of an employee continuing to work for an employer after the parties' 2 years' fixed term employment contract expired?;*

23) The **Applicant** advised that he will testify and call 3 witnesses;

24)The **Respondents' Counsel** advised that the Respondents will call 2 witnesses;

25)The **Tribunal** elected to receive the witnesses' testimony *viva voce*;

26)The **Tribunal** estimated that the trial may last 2 days; and

27)The **Tribunal** directed that the parties file:-

- their **List of Documents** and **Bundle of Documents** at least 14 days before the trial date and serve it on each other; and
- any **Brief/Skeleton Arguments** or **Written Representations** at least 7 days before the trial date [in accordance with **Rule 3(6) of The Rules**];

IT IS HEREBY ORDERED as follows:-

1. The **Respondents** file a **Form E** (Defence) within 7 days from today (by Thursday, 21st December, 2023);
2. The **Applicant** provide the **Respondents' Counsel** with the name of the subject *Human Resources Director*;
3. The **Applicant** produce his *National Insurance Board Detail Contribution History Report* in his List of Documents and Bundle of Documents;
4. The **Respondents' Counsel** produce proof that the subject letter was given to the Applicant in the Respondents' List of Documents and Bundle of Documents;
5. **The parties** exchange the legal authorities supporting their legal positions by on or before the 31st January, 2024;
6. This matter be adjourned for **trial** at 10:00 a.m. on Monday, 26th and Tuesday, 27th February, 2024;
7. **The parties** file their **List of Documents** and **Bundle of Documents** at least 14 days before the commencement of the trial (by Monday, 12th February, 2024) at the same time, serve a copy on the other party; and
8. **The parties** file any **Brief/Skeleton Arguments** or **Written Representations** at least 7 days before the commencement of the trial (by Monday, 19th February, 2024) at the same time, serve a copy on the other party.

DATED: This 14th day of December, A.D., 2023.

**Her Honor, Helen J. Almoraes-Jones,
(Acting) President**