

**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)**

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**RYAN M<sup>C</sup>CARTNEY SR.**

**APPLICANT**

**ENDEAVOR DEVELOPMENT INTERNATIONAL LTD.**

**RESPONDENT**

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**ORDER ON DIRECTIONS**

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**APPEARANCES**

For the Applicant

Pro se  
Freeport, Grand Bahama  
The Bahamas

For the Respondent

Wallace R. Allen, Esquire  
Cambridge Law Chambers  
Holding brief for Ernie E. Wallace, Esquire  
Wallace Law Chambers  
Freeport, Grand Bahama  
The Bahamas

**WHEREAS:**

- 1) On the 4<sup>th</sup> May, 2023, **Ryan McCartney** filed a **Report of a Trade Dispute** against **Endeavor Development** with The Department of Labour in Grand Bahama, The Bahamas, which stated, inter alia, that the issues relevant to the dispute were *Salary owed, Accrued Vacation, Breach of contract, Reimbursement, Medical Insurance and Phone*;
- 2) By a **Certificate of Referral** dated the 17<sup>th</sup> May, 2023 (received on the 5<sup>th</sup> July, 2023), the Honourable Minister of Labour & Immigration referred the trade dispute between , **Ryan McCartney Sr.** ("the Applicant") and **Endeavor Development International Ltd.** ("the Respondent") to the Industrial Tribunal, Northern Region, ("the Tribunal");
- 3) The Tribunal served the **Applicant** with notice of the referral on the 5<sup>th</sup> July, 2023;
- 4) On the 6<sup>th</sup> July, 2023, the **Applicant** filed a **Form A** (Originating Application) which stated, inter alia, that the Grounds for his application were *Unpaid salaries, Vacation pay, Deduction for Utilities, Unfair Dismissal, Constructive Unfair Dismissal, Breach of contract, Wrongful Dismissal, Constructive Wrongful Dismissal, Notice pay and Severance pay*;
- 5) On the 11<sup>th</sup> July, 2023, the Tribunal served a copy of the **Form A** (Originating Application) together with a **Form C** (Notice of Originating Application) and a **Form D** (Notice of Appearance) on the **Respondent**;
- 6) On the 17<sup>th</sup> July, 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 the name of the Respondent was *Wallace Law Chambers, Ernie E. Wallace*;
- 7) On the 25<sup>th</sup> July, 2023, the **Respondent** filed a **Form E** (Defence) that stated, inter alia, that:-
  - the name of the Respondent was *Endeavor Dev. Int. Ltd.*;
  - the Applicant was not dismissed;
  - the dates the Applicant gave as to his period of employment were not correct;
  - the details of remuneration stated by the Applicant were not correct; and
  - the Respondent intends to resist the application on the grounds that the Respondent never hired the Applicant, who was hired in Abaco by persons who were not agents of the Respondent;

- 8) The **Respondent's President** gave written authorization for *Wallace R. Allen, Esquire* and the Respondent's Communications Director, *Peter Adderley*, to represent the Respondent, in the absence of its Counsel, *Ernie E. Wallace, Esquire*;
- 9) The **parties** agreed that 2 conciliation meetings were held at The Department of Labour (virtually) and none of the issues relevant to the dispute were resolved;
- 10)The Tribunal advised the **Applicant** that on the authority of The Bahamas Court of Appeal decision of ***Island Hotel Company Limited v. John Fox***, No. 54 of 2017, the Tribunal has no jurisdiction to hear his claims for *Deduction for Utilities, Unfair Dismissal, Constructive Unfair Dismissal, Wrongful Dismissal, Constructive Wrongful Dismissal, Notice pay* and *Severance pay*, which he did not list as issues relevant to the dispute in the Report of a Trade Dispute Form;
- 11)The **Respondent's Counsel** advised that the Respondent was only the agent for a U.S. Company called "*Btree*", which was the Applicant's employer;
- 12)The **Applicant** to decide whether or not to file a **Form M** (Notice of Joinder of Parties) applying to join *Btree* as a party to the proceedings;
- 13)The Tribunal directed that within 2 weeks, the **Respondent's Counsel** provide the Tribunal with *Btree's* corporate name, e-mail address and the name & address of its registered office;
- 14)The **Applicant** advised that:-
- He held the position of Site Superintendent;
  - He had signed a written contract with the Respondent in the form of an employment letter;
  - He was paid his annual salary of \$ 85,000.00 on a bi-weekly basis;
  - His termination date was the 28<sup>th</sup> October, 2022;
  - The Respondent was denied access to Baker's Bay Cay because it did not pay its dues;
  - His claim for "*reimbursement Medical Insurance*" was for reimbursement of his medical insurance premium of \$ 250.00 per month which the Respondent was supposed to pay, but did not, so he paid it; and
  - His claim for "*phone*" was because the Respondent supplied him with a cell phone to conduct his duties, but did not provide him with data for the phone so he was seeking reimbursement of the \$ 90.00 per month he paid to put data on the phone;
- 15)The **Respondent's Communications Director**, *Peter Adderley*, advised that the Respondent may settle the matter before the trial date;

- 16) Pursuant to **Section 58(1)(a)** of **The Industrial Relations Act, Cap. 321**, the Tribunal remitted the issues to the parties for further consideration, with a view to settling or reducing it;
- 17) The **Applicant** advised that he will testify on his behalf;
- 18) The **Respondent's Counsel** advised that the Respondent will call about 2 witnesses in its defence;
- 19) The **Tribunal** decided to have the witnesses give *viva voce* testimony;
- 20) The **Tribunal** estimated that the trial may last 1 day;
- 21) The **Tribunal** directed that the parties file their **List of Documents** and **Bundle of Documents** by the end of October 2023; and
- 22) The **Tribunal** advised the parties that **The Industrial Relations (Tribunal Procedure) Rules, 2010**, require that they file any **Brief/Skeleton Arguments** [pursuant to **Rule 3(5)**] or **Written Representations** [pursuant to **Rule 3(6)**] at least 7 days before the trial date;

**IT IS HEREBY ORDERED** as follows:-

1. The **Respondent's Counsel** provide the Tribunal and the Applicant's Counsel with *Btree's* corporate name, e-mail address and the name & address of its registered office by **Monday, 18<sup>th</sup> September, 2023**;
2. The parties file their **List of Documents** and **Bundle of Documents** with the Tribunal by **3:00 p.m.** on **Tuesday, 31<sup>st</sup> October, 2023**, and at the same time serve a copy thereof on the other party;
3. The parties file their **Brief/Skeleton Arguments** or **Written Representations** (if any) with the Tribunal by **3:00 p.m.** on **Monday, 13<sup>th</sup> November, 2023**, and at the same time serve a copy thereof on the other party; and
4. The trial be done at **10:00 a.m.** on **Monday, 20<sup>th</sup> November, 2023**.

**DATED: This 4<sup>th</sup> day of September, A.D., 2023.**



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